

REQUEST FOR PROPOSALS

RFP 13-03

DESIGN OF AN INTERSECTION IMPROVEMENT FOR SPALDING DR AT CHAMBLEE-DUNWOODY RD

REQUEST FOR PROPOSALS (RFP) 13-03

DESIGN OF AN INTERSECTION IMPROVEMENT FOR SPALDING DR AT CHAMBLEE-DUNWOODY RD

Sealed Proposals for Purchasing RFP 13-03 Design of an Intersection Improvement for Spalding Drive at Chamblee-Dunwoody Road will be received by the City of Dunwoody, hereinafter called "City." Service providers whose proposals meet the criteria established in the Request for Proposals, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on proposals. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

Work is to commence on or about September 1, 2013.

The City, at its sole discretion, may short-list firms that are deemed to best meet the City's requirements, taking into consideration all criteria listed in the RFP. Negotiations will be conducted and may take place in person or via telephone with the most qualified firm as identified by the City or, if short-listing occurs, with all of the short-listed proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

A technical proposal must be submitted in a sealed envelope which shall be clearly marked RFP 13-03 One (1) printed and signed unbound original, three (3) bound copies, and one (1) electronic copy in PDF of the **technical proposals shall be submitted no later than 2:00pm, Monday July 29, 2013.** One copy of the cost proposal should be submitted in a **separate, sealed envelope** from the technical proposal. (Proposals will not be submitted by facsimile or e-mail). [Failure to submit the cost proposal in a separate, sealed envelope may result in your proposal being deemed non-responsive.] At which time noted, all proposals received will be publicly opened and read. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened.

Questions regarding proposals should be directed to purchasing@dunwoodyga.gov no later than 2:00pm July 16, 2013. Proposals are legal and binding when submitted.

Proposal must be addressed as follows:

Purchasing Department
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

No Proposal may be withdrawn for a period of sixty (60) days after the time and date scheduled (or subsequently rescheduled) for proposal opening.

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, request formal presentations from one or more of the proposers (at proposer's expense at the City's site) whose proposals appear to best meet the City's requirements. If presentations are requested they will be scheduled for Monday, August 5, 2013.

The proposer awarded the Contract must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00), along with any other required insurance coverage and evidence of business or occupational license, as outlined in the Proposal Documents.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals.

Award, if made, will be to the responsible and responsive proposer submitting the proposal which is deemed by the City, in the sole discretion, to be the most advantageous to the City, price and other factors being considered.

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678) 533-0712. Unauthorized communication by the proposer may disqualify the proposer from consideration.

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1. PART ONE - BACKGROUND

- 1.1. In March 2011, the City of Dunwoody adopted its first Comprehensive Transportation Plan which outlines the community's transportation objectives and funding priorities. The plan identifies improvements to the intersection of Spalding Drive at Chamblee-Dunwoody Road to be a high priority project. Classified as urban minor arterials, these are key roadways to the City. Based on accident reports through 2009, their intersection experiences the second highest total crash rate and the highest injury crash rate within the City of Dunwoody.

This intersection is the northern terminus of Chamblee-Dunwoody Road, which is aligned to Spalding Drive at a skew that is less than 45°. The current roadway layout and striping configuration do not appropriately distinguish the direction of travel along Spalding Road and have been shown to confuse unfamiliar drivers traveling south who are unable to determine the path of Spalding Road. The intersection is further complicated by two local roads, Spencer Trace and Spalding Club Court, which also tie in to this intersection for a total of five roadway legs.

The goal of the project is to improve the operation and safety of the intersection. To follow the Transportation Master Plan, bicycle and pedestrian facilities will also be incorporated into the limits of the project along both sides Spalding Drive and Chamblee-Dunwoody Road.

This intersection has been assessed in the past by the City of Sandy Springs. However, the City of Dunwoody never took an official position on the alternatives developed by Sandy Springs. A copy of the assessment is attached as Appendix C of this Request For Proposals for background information purposes.

- 1.2. The total project construction cost is roughly estimated to be \$750,000-\$1,000,000. The project is expected to be funded locally.

2. PART TWO - GENERAL SCOPE OF WORK

- 2.2. It shall be the Consultant's responsibility to design, prepare, assemble and coordinate the necessary bid and construction documents to complete the project. The completed design must comply with all applicable local, state, and federal environmental laws and regulations.
- 2.3. The design must comply with the latest Americans with Disabilities Act (ADA) requirements
- 2.4. At a minimum, the latest editions and applicable addenda of the following standards shall be utilized for the project:

Georgia Department of Transportation (GDOT) Design Policy Manual
Georgia Department of Transportation (GDOT) Standards and Specifications

Applicable AASHTO Standards
Manual on Uniform traffic Control Devices (MUTCD)
City of Dunwoody Development Regulations
City of Dunwoody Code of Ordinances

3. PART THREE - SPECIFIC SCOPE OF SERVICES

- 3.2. The consultant should provide a proposal to provide a complete set of construction plans for this project. The engineering/design items include but are not limited to the following:
- 3.2.1. Review available data including traffic data, city GIS, plats, accident history, etc.
 - 3.2.2. Obtain any traffic counts as necessary and complete a traffic study. Prepare a traffic simulation model for each alternative using VISSIM or SIMTRAFFIC software.
 - 3.2.3. Evaluate a roundabout and at least two other alternatives in addition to the no-build. Compare alternatives based on right of way impacts, traffic benefits, safety (vehicle, pedestrian, and bicycle) and construction costs.
 - 3.2.4. Conduct one informal stakeholder's meeting and one public meeting, typically an open house format. The City will contact stakeholders and publicize and advertise the public meeting. The consultant will provide all visuals including concepts on aerial photography for each alternative and a 3D photo rendering of the existing and proposed alternatives.
 - 3.2.5. Respond to and summarize all comments received relating the public meeting.
 - 3.2.6. Prepare and present the concept at a City Council meeting.
 - 3.2.7. Prepare a final conceptual plan and cost estimate based on feedback from the public meeting and City Council.
 - 3.2.8. Collect necessary survey data.
 - 3.2.9. Provide a preliminary set of plans and cost estimate for City review and incorporate comments.
 - 3.2.10. Prepare detailed construction plans, signed and dated by a professional Engineer registered in the State of Georgia and including but not limited to the following:
 - Pavement design (existing pavement evaluation to be provided by the City)
 - Demolition Plan
 - Plan, profile, and cross sections that include centerline, limits of construction and right-of-way limits
 - Driveway profiles
 - Drainage improvements
 - Signing and marking plans
 - Right of way plans including plan revisions as required during right of way negotiations. Prepare right-of-way and easement plats, if required.
 - Utility plans including coordination with utility companies regarding existing and proposed utility plans. Lighting design will consist of location of lighting sources.
 - Erosion and sediment control plans

- Stormwater management plans (MS4) including a hydrology report outlining a viable solution to address any necessary detention and treatment for water quality as required by Chapter 16 of the City of Dunwoody's code ordinance.
 - Landscaping plan
 - Signal plan with mast arm design (if necessary)
 - Staging plan (if necessary)
 - Special provisions and other specifications as required
 - All other necessary information required for the project construction
- 3.3. Obtain a Land Disturbance Permit (LDP) for non-residential projects from the City. A copy of the City's Land Disturbance Permit Application Package checklist may be found online at http://www.dunwoodyga.gov/Departments/community_development/Building-Permits/CommercialLDP.aspx.
- 3.4. Provide support to include answering questions and providing clarifications during the bidding and construction phase.
- 3.5. Attend pre-construction meeting and punch list inspection.
- 3.6. Upon approval of the Final Design Documents, all original drawings, specifications, CADD files, field notes, computations, etc. shall become the property of the City of Dunwoody. Final design computations shall be neatly and clearly prepared, bound in a booklet format and submitted to the City.

4. PART FOUR - PROPOSAL FORMAT

- 4.2. The **cost proposal** should be submitted in a **SEPARATE**, sealed envelope from the technical proposal. Do not include the Cost Proposal Form in the technical proposal. *[Including cost information in your technical proposal may result in your proposal being deemed non-responsive.]* Cost should be indicated as a lump sum not to exceed amount.
- 4.3. The technical proposal should be submitted in a sealed envelope. To aid in thorough and consistent review, the technical proposal shall be submitted on no more than 20, one-sided 8½" x 11" pages in no smaller than 10-pitch font and shall be organized and numbered to correspond to Section I through Section V. Tabs and required forms will not be counted towards the 20 page limit.

SECTION I – Each proposal shall include a Title Page and a Table of Contents. The Title Page should identify the project; the name of the firm, name of the firm's primary contact, address, telephone number, fax number and email address. The Table of Contents shall contain the sections and corresponding page number for the items listed below. All pages of the proposal must be clearly identified and consecutively numbered and correspond to the Table of Contents.

SECTION II – Each proposer shall provide with its proposal a summary Project Plan that describes the proposer’s approach to the successful implementation of the proposed services. Each proposer shall submit, in the order below:

- a. A detailed outline of proposed methodology to complete the project including a high level timeline and brief descriptions of the key tasks, key milestones and key deliverables.
- b. State the proposer’s belief of the scope of the intended strategy within the City. If there are any gaps between what the proposer believes should be the proper scope of the services given all information known at the time of this RFP, the proposer should clearly state these gaps in this section and clearly mark these concerns as such;
- c. Discussion of the assumptions relating to the responsibilities and/or commitments the proposer is expecting of the City throughout the life of this project.

SECTION III – Each proposer shall provide three case histories of recent similar projects completed by the firm.

SECTION IV – Each proposer shall document its staff, experience and qualifications by providing in its proposal a Staffing Plan describing the manner in which it plans to manage and staff the awarded contract, including the resumes of key and critical personnel, to successfully complete the project objectives on a timely basis and within the agreed upon budget. The Staffing Plan should include, as a minimum, the proposed project manager and key functional and technical team members and their related roles and shall provide, at a minimum, the following for each team member:

- a. Qualifications, including experience in the proposed project methodology and public sector and/or municipal experience;
- b. Summary of experience, including the number of years of relevant experience, years with the firm and representative project experience with project name, client and date performed;
- c. Other supporting documentation which demonstrates the ability to successfully perform the work;
- d. The intent, if any, to subcontract implementation personnel. Specifically, describe the functions to be subcontracted and the expertise and credentials required from the subcontractor and include the subcontractor’s company name;
- e. The proposer’s assurance, to the extent possible, that the proposed team members will be available and remain on the project until its completion. Include the availability of replacement team members in the event the proposed team members become unavailable prior to the commencement of or during the project;

SECTION V – Each proposer may, but is not required to, include references, qualifications, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.) They should be clearly marked “Additional Materials” and will not be included with the 20-page maximum guideline for the proposal length. Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support qualifications and experience. Any out-of-scope services not covered in other sections should be included here with a description of the personnel likely to be involved,

and the resources brought to bear (including costs and/or hourly rates) should be provided.

5. PART FIVE - EVALUATION OF PROPOSALS

The City's staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, invite to interview and demonstrate performance (at proposer's expense at the City's site) one or more of the proposers whose proposals appear to best meet the City's requirements. The purpose of such an interview would be for all proposers to elaborate upon their proposal before a recommendation for ranking of the proposals is made. Interview responses, and performance, along with the written proposal and samples (if any), will become part of proposer's submission to be evaluated pursuant to the evaluation criteria. The City reserves the right to short-list proposers for further consideration.

- 5.1 The City, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered. The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:
 - 5.1.1 Project Understanding and Approach: Describe the consultant's understanding of the proposed project as described in the Request for Proposals. Demonstrate an understanding of the magnitude of the task, the constraints and the desired outcomes for the project.
 - 5.1.2 Scope of Work: Include sufficient detail to determine how each task shall be accomplished. The work plan will describe how the consultant proposes to complete the project. The work plan must be sufficiently detailed for staff to determine the effectiveness of the proposal and should spell out how this work can be performed in a cost effective manner.
 - 5.1.3 Schedule: Include a schedule for timely completion of the scope of work. Include information on the amount of time for each task.
 - 5.1.4 Project Personnel: Provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and in fields necessary to complete this proposed work.
 - 5.1.5 Similar Experience: List and describe your firm's projects worked on in the past five years that best match the scope and design of this project. Identify unique constraints or challenges associated with those projects and how you addressed those in order to deliver a successful project. The City may request samples of comparable work during the proposal review process.
 - 5.1.6 Pricing: After consideration of the above criteria, the value of each proposal will be compared against the other qualified proposals. The City is more interested in obtaining

proposals that provide good value, demonstrate an understanding of the city's needs and provide a scope that meets or exceeds the requirements of this RFP than proposals that have scopes tailored to fit within the stated budget

- 5.2 The evaluation criteria do not have any specific predetermined relative weight, nor will a weighing scale be developed at a later date. The consideration of individual criterion is merely a tool to assist the City in determining which Proposal is most advantageous, as a whole, to the City, price and other factors being considered. The relative advantages of a Proposer's responses with respect to one criterion may outweigh shortcomings of that Proposer's responses in one or more other criterion, depending on the relative disparities in the qualities of the responses in each criterion and the relative importance of certain criteria to each other, as determined in the exclusive discretion of the City.

* * * * * END OF SPECIFICATIONS * * * * *

PROPOSAL FORM

RFP 13-03 DESIGN OF INTERSECTION IMPROVEMENT FOR SPALDING DRIVE AT CHAMBLEE-DUNWOODY ROAD

The undersigned, as Proposer, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract attached (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 13-03 Design of Intersection Improvement for Spalding Drive at Chamblee-Dunwoody, in the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No.	Date	Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Company Name: _____

It shall be the responsibility of each Proposer to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work is to commence on or about September 1, 2013.

The City of Dunwoody requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The contractor agrees to provide all work to complete the project described in this document for the amount listed below.

Total Cost excluding items listed below _____

Cost for additional public meetings beyond the one required _____ each

Cost for roundabout lighting design, if required _____ lump sum

Cost for mast arm design, if required _____ lump sum

Allowance for right of way staking per parcel, if required _____ lump sum

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Dunwoody? Yes ____ No ____

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

INSTRUCTIONS TO PROPOSERS

1. INTENT

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Proposers provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

2. GENERAL

2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Proposer, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Proposer will not or does not agree must be presented by the proposer in writing as provided in this section and directed to: purchasing@dunwoodyga.gov. Such exceptions must be specific, and the Proposer must state a reason for each exception and propose alternative language, if appropriate. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity or conflict in the solicitation and related documents, which may be unlawful, improvident, unduly restrictive of competition or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Proposers shall not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.

2.2 The Contract work shall not be divisible, and shall be awarded, if an award is made, to a single Proposer. The City will award only one contract for the services required under this solicitation. If the successful Proposer intends to provide any services through another company, the successful Proposer must serve as the City's prime Contractor and shall have full responsibility to the City for all obligations under the Contract.

2.3 A Proposer's Proposal prices shall remain firm for 180 days from the submission deadline. Any anticipated increases in Proposer's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Proposer's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Proposer's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Proposer's prices listed in its Proposal.

2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.

2.5 There shall be no reimbursables or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Proposer's overhead costs related to travel shall be included in such Proposer's prices in its Proposal.

2.6 The City will contract with the successful Proposer to provide services indicated in the Specifications throughout the duration of the Contract at the price submitted. The City will not price a contract for hourly rates.

3. ENVIRONMENTAL SUSTAINABILITY

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to further expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such the City encourages the incorporation of environmental sustainability into proposals.

4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS

All prospective Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal. (These Instructions to Proposers, the Request for Proposal, the Proposal Forms, the Contract, the General Conditions, and the Specifications are referred to herein as the "Proposal Documents" or the "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. ADDENDUM(S)-CHANGES WHILE PROPOSING

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to the City, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678)533-0712 at least five (5) business days before the date and time announced for the Proposal opening. Any response by City to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting the City web site at <http://www.dunwoodyga.gov>. However, prior to submitting its response, it shall be the responsibility of each Proposer to visit the City website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

6. PREPARATION OF PROPOSALS

6.1 Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Proposer. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.

6.2 All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Proposer, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Proposer with respect to the contents of the subject Proposal Documents so signed by him or her. If the Proposer is an LLC, the Proposer should submit with its Proposal its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.

6.3 If the Proposer is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Proposer to submit to the City at any time the name and business address of each owner, principal, partner, or member of the Proposer having an ownership or management position with the Proposer.

6.4 If the Proposer is a corporation or other state-chartered business entity, the City reserves the right to require the Proposer to submit to the City at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Proposer is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Proposer is a foreign corporation or other state-chartered business entity and is the successful Proposer, the Proposer will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Proposer elects to use a fictitious name in its Proposal, a copy of the Proposer's fictitious name registration should be provided to City.

7. PROPOSAL GUARANTY

A Proposal Guaranty shall not be required for this Contract.

8. DELIVERY OF PROPOSALS

8.1 All Proposals shall be submitted in sealed envelopes bearing on the outside the name of the Proposer, address, and the Purchasing Proposal #. Each Proposal shall consist of (i) an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.

8.2 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers. Any Proposals received after the time and date specified in the solicitation document for the opening of the Proposals will not be considered, but will be returned unopened.

8.3 Each Proposer's response shall be at the sole cost and expense of the Proposer and such Proposer shall have no right or claim against the City for costs, damages, loss of profits, or to

recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.

8.4 Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

9. COMMUNICATIONS REGARDING EVALUATION OF PROPOSALS

To ensure the proper and fair evaluation of Proposals, the City highly discourages any oral communication initiated by a Proposer or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the issuance of the solicitation document, the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An appropriate Purchasing employee of the City may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Proposer during evaluation should be submitted in writing and delivered to the City of Dunwoody, Purchasing Office, 41 Perimeter Center East, Suite 250, Dunwoody, Georgia 30346, or by e-mail to purchasing@dunwoodyga.gov or facsimile to (678) 533-0712. Unauthorized communication by the Proposer may disqualify the Proposer from consideration.

10. WITHDRAWAL OF PROPOSALS

No Proposal may be withdrawn after it is submitted unless the Proposer makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred and eighty (180) days. Any Proposer withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred and eighty (180) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Proposer or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Proposer's submission of a Proposal shall be deemed the Proposer's acknowledgment of and agreement to the provisions of this Section.

11. DISQUALIFICATION OF PROPOSERS

11.1 Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of its Proposal:

11.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

11.1.2 Evidence of collusion between or among Proposers;

11.1.3 Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);

11.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

11.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or

11.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.

11.2 The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.

12. REJECTION OF IRREGULAR PROPOSALS

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals, fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Proposer's prices, or contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Proposer submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

14. RESPONSIBILITY OF PROPOSERS

14.1 City reserves the right, to aid it in determining a Proposer's responsibility, to require a Proposer to submit such evidence of Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.

14.2 All Proposers shall furnish the City with the company name, address, contact person, and telephone number of at least three (3) entities (preferably a firm other than the City) for which they have supplied similar services as requested in this Proposal during the past three (3) years. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Proposer to notify the reference, verify contract information, and obtain permission from the reference before completing the form.

14.3 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence, through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently employed or otherwise engaged in providing similar services and, taking into account the activities of a related predecessor, affiliate, or principal of Proposer, has been actively engaged in such activity for at least three (3) years immediately preceding the date of the Proposer's response to this request.

15. GUARANTY OF FAITHFUL PERFORMANCE

A Performance Bond shall not be required for this Contract.

16. POWER OF ATTORNEY AND COUNTERSIGNATURE

Not applicable.

17. EXECUTION OF CONTRACT

17.1 The Proposer to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Proposer's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Proposer, and delivered to the City, before the Contract will be executed by the City.

17.2 A Proposer's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Proposer or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Proposer's failure to fulfill its obligations under this paragraph. A Proposer's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 10).

17.3 The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Proposer at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

18. GEORGIA SALES TAX

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

19. SUBCONTRACTS

19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 17 of the General Conditions.

19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.

19.3 The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS

All Proposers and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02, if applicable, will be attested.

21. SECURITY

The successful Proposer will be required to comply with all applicable standards of the City relating to security which may be in effect or changed from time to time.

22. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

23. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

24. INSURANCE

The Proposer to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 14.7 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

25. PROPOSAL ERRORS

In the case of a Proposer's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in ink.

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

The Proposer certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Proposer in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

27. PERFORMANCE STANDARD

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Specifications. The successful Proposer's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions.

28. NO PROPOSALS

In the event a potential Proposer elects not to submit a Proposal, such potential Proposer is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

29. PUBLIC RECORDS/PUBLIC MEETINGS

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the proposer deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and site the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

* * * * * END OF INSTRUCTIONS TO PROPOSERS * * * * *

APPENDIX A

NO RESPONSE

TO

REQUEST FOR PROPOSALS

If your company is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

Purchasing Department
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Our company's reason for not submitting a Proposal is:

	<hr/>
	Company Name
By:	<hr/>
Its:	<hr/>
	Name & Title, Typed or Printed

APPENDIX B

SAMPLE

CONSULTANT CONTRACT RFP 13-01

This **CONTRACT** made and entered into this _____ day of _____, 20____ by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the CITY), _____ and _____, (Party of the Second Part, hereinafter called the Consultant)

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence upon execution of contract.

2. ATTACHMENTS:

Copies of the Consultant's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Proposal process (hereinafter collectively referred to as the "Bid Proposal") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid Proposal, the City's contract documents shall control.

3. PERFORMANCE:

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid Proposal.

4. PRICE:

As full compensation for the performance of this Contract, the City shall pay the Consultant for the actual quantity of work performed, which shall in no event exceed \$_____. The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid Proposal (Exhibit A). The City agrees to pay the Consultant following receipt by the City of a detailed invoice, reflecting the actual work performed by the Consultant.

5. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or

other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the CONSULTANT. CONSULTANT's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless the CITY, its mayor, council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

6. TERMINATION FOR CAUSE:

The CITY may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the CITY's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The CITY may terminate this Contract for its convenience at any time upon 30 days written notice to the Consultant. In the event of the CITY's termination of this Contract for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.

9. ASSIGNMENT:

The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Dekalb County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

14. TRAVEL COST REIMBURSEMENT

Consultant is subject to the City of Dunwoody travel policy for all requests made for travel cost reimbursement.

15. OWNERSHIP OF INTELLECTUAL PROPERTY

The City shall own all intellectual property produced under and for this contract.

(Signature Next Page)

DUNWOODY, GEORGIA

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

DUNWOODY, GEORGIA

By:

Michael G. Davis, Mayor
City of Dunwoody, GA

ATTEST:

Signature

Print Name
City Clerk

APPROVED AS TO FORM:

Signature
Dunwoody Staff Attorney

CONSULTANT: _____

BY:

Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

GENERAL CONDITIONS

These General Conditions will apply unless a particular item is specifically addressed in the solicitation documents

1. SCOPE OF WORK

The Contract will be to provide to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

2. REGULATIONS

2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

2.3 During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3. WORK HOURS

3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.

3.2 In the event an emergency condition is declared by the City's Manager or his respective designee, the Contractor will perform work during such hours as requested by the City.

3.3 Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

4. CONTRACTOR'S PERSONNEL

4.1 The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

4.2 The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.

4.3 Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

4.4 The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.

4.5 The Contractor shall transfer promptly from the City any employee or employees that the City advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.

4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.

4.8 While working on city property all Contractors' employees shall wear (when appropriate) neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

4.9 Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Specification.

4.9.1 The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.

4.9.2 The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.

4.9.3 In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 4.5), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

4.9.4 The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld.

4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. ITEMS PROVIDED BY THE CITY

5.1 Work Location. It shall be the sole responsibility of the Contractor to provide for project team work locations.

5.2 Uninterruptible Power Supply (UPS). It shall be the sole responsibility of the Contractor to provide for project team all necessary UPS.

5.3 Printers. It shall be the sole responsibility of the Contractor to provide for project team all necessary printers.

5.4 Office Space. It shall be the sole responsibility of the Contractor to provide for project team all necessary office space.

5.5 Utility Services. It shall be the sole responsibility of the Contractor to provide for project team all necessary utility services.

5.6 Employee Parking. It shall be the sole responsibility of the Contractor to provide for project team all necessary parking.

6. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Contractor to provide for project team all tools, parts and equipment necessary to perform work under this Contract.

7. PERFORMANCE REQUIREMENTS

7.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications, industry standards and any manufacturers'

specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

7.2 The Contractor's personnel shall perform work in a neat and professional manner, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.

7.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative.

7.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

7.5 The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

8. CONFIDENTIAL INFORMATION

8.1 In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.

8.2 The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.

8.3 The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

8.4 The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.

8.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

9. USE OF PREMISES

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Contractor shall remove daily all waste materials and debris

from, and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

10. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

11. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES

11.1 The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.

11.2 The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. The Contractor shall invoice the City for the implementation services that were completed and accepted under the Contract, accompanied by such supporting documentation and other backup material as the City may reasonably require.

11.3 The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require.

11.4 The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.

11.5 The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

11.6 The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

11.7 The Contractor shall submit all invoices to: City of Dunwoody, GA, Accounts Payable, 41 Perimeter Center East, Suite 250, Dunwoody, GA 30346.

12. COMPLIANCE WITH LAWS AND REGULATIONS

12.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.

12.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.

12.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of the Official Code of Georgia Annotated and relevant State Rules and Regulations.

13. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

14. INDEMNIFICATION AND INSURANCE

14.1 The Contractor shall indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately

caused solely by the City's negligence or by the joint negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 14.4 below by or in favor of any person described in Section 14.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. The City agrees to give the Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Contractor shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Contractor and the City shall have mutually agreed to the contrary, (2) the Contractor has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Contractor are both named parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of this Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract.

14.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

14.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

14.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any

officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.

14.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

14.6 No provisions of Section 14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

14.7 Insurance

14.7.1 General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

14.7.1.1 Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding \$10,000, unless approved by the City Manager.

14.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

14.7.2 Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

14.7.3 Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Contractor from the project's inception date and until such time as the Statue of Limitations has run for the work done on the project.

14.7.4 Deductibles. The Contractor's policies of insurance required by this Section 14.7 may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.

14.7.5 Other Insurance Requirements. All insurance policies required by this Section 14.7 shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 15.2 of these General Conditions, and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage except that ten (10) days notice of cancellation for non-payment is required. For purposes of this Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through

another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Contractor shall comply with all reasonable requests of the City Manager with respect thereto.

15. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE

15.1 A surety Bond/Letter of Credit is not required for this Contract.

15.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

16. CONTRACT ADJUSTMENTS

16.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.

16.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 18.2 herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.

16.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

17. SUBCONTRACTORS

17.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business

operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.

17.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.

17.3 In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

18. DEFAULT AND TERMINATION

18.1 In the event that:

18.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or

18.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or

18.1.3 the Contractor's occupational or business license shall terminate or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

18.1.4 the Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

18.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

18.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

18.1.7 There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or

18.1.8 The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

18.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

18.3 Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period

of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

19. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative and an Assistant Representative designated to serve in that capacity in the absence of the CITY'S AUTHORIZED REPRESENTATIVE, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CITY'S AUTHORIZED REPRESENTATIVE have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

20. ASSIGNMENT

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or

liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

21. NOTICES

21.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.

21.2 Unless otherwise stated herein, all notices or other writings which the Contractor is required or permitted to give to the City may be hand delivered to the City Manager, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
ATTN: City Manager
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

21.3 Either party may change its notice address by written notice to the other given as provided in this section.

22. NONDISCRIMINATION

22.1 During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

22.1.1 Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

22.1.2 Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

22.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

22.1.4 Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

22.1.5 Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:

22.1.5.1 Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

22.1.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

22.1.6 Incorporation of Provisions. The Contractor shall include the provisions of subsections 22.1.1 through 22.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22.2 The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

23. COPYING DOCUMENTS

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract

Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

24. GENERAL PROVISIONS

24.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Proposers, (vi) the Specifications, and (vii) the Request.

24.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

24.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

24.4 The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

24.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City

24.6 The section headings herein are for the convenience of the City and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

24.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

24.8 The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.

24.9 If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

24.10 The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

24.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.

24.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the City, relating to security issues.

24.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

24.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

24.15 The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.

24.16 The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read

only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

24.17 The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.

24.18 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.

24.19 Time is of the essence for the performance of each of the Contractor's obligations under this Contract.

24.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days

means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

24.21 The Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

24.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.

24.23 The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

24.24 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

24.25 Contractor must adhere to the City's Travel Policy.

* * * * * END OF GENERAL CONDITIONS * * * * *

APPENDIX C- SANDY SPRINGS' STAFF OPERATIONAL ASSESSMENT

Spalding Dr @ Chamblee-Dunwoody Rd – Spender Tr – Spalding Club Ct



Executive Summary

The intersection of Spalding Drive with Chamblee-Dunwoody Road, Spender Trace, and Spalding Club Court has some significant challenges. Citizens of both the City of Dunwoody and the City of Sandy Springs have expressed concerns about the safety of the southbound left turn from Spalding Drive onto Chamblee-Dunwoody Road.

Several alternatives have been evaluated to improve the safety of the intersection. As outlined in the study below, diverting the traffic to another intersection and closing Chamblee-Dunwoody Road (Alternative F) should provide the most benefit for the cost. Providing a southbound left turn signal phase (Alternative C) is the next most cost effective option, but does not fully resolve the southbound left turn concerns.

Overview

This intersection is currently a five-leg signalized intersection. Spalding Drive is the main street and the two neighborhood streets are split phased from one another. Chamblee-Dunwoody Road operates as an exclusive phase. This intersection has no turn lanes or pedestrian facilities.

The intersection operates in a less than optimal fashion. The split phase operation on the neighborhood streets introduces delay which is particularly realized when there are detection failures. The southbound left turn from Spalding Drive to Chamblee-Dunwoody Rd has no left turn lane and tight visibility. Modifications are worth considering for the benefit of both the Cities of Dunwoody and Sandy Springs.

APPENDIX C- SANDY SPRINGS' STAFF OPERATIONAL ASSESSMENT

Options Under Consideration

We are reviewing many different options for this location as follows:

1. Existing Conditions
2. ALT A: Removal of the neighborhood split-phase operation
3. ALT B: Split-phase operation for Spalding Dr
4. ALT C: Left turn phase on Spalding Dr without left turn lane
5. ALT D: Left turn phase on Spalding Dr with left turn lane
6. ALT E: Roundabout
7. ALT F: Road closure and diversion of traffic to Auden
8. ALT G: Regrade hills to provide greater sight distance

Both morning and evening peak hours were analyzed.

General Considerations

Pedestrian facilities should be considered with any significant modifications to this intersection. There are currently no pedestrian crossing facilities at this location.

The current cabinet and controller would allow us to accommodate any of the considered upgrades to the signalized operation.

ALT A: Removal of the neighborhood split-phase operation

It would be worth considering making the neighborhood streets run concurrently, particularly if pedestrian facilities are to be installed in the near future. The neighborhood streets align fairly well, and visibility to the other neighborhood is clear and in a good cone of visibility. If these side streets are changed from split-phase operation to run concurrently, a "left turn yield on green ball" sign should be considered for each approach. Putting these together would not provide us a large operational benefit without the consideration of providing time for pedestrians to cross. I would not recommend this improvement alone, as many customers are not likely to realize the benefit. However, this split-phase removal should be implemented with every retiming consideration.

ALT B: Split-phase operation for Spalding Dr

This option considers the removal of the neighborhood split phase operation while splitting the operation of northbound and southbound Spalding Drive. The signal would serve Chamblee-Dunwoody Road, then Spalding Dr northbound, the Spalding Dr southbound, then the neighborhood streets. This corrects the concerns about conflicts with the southbound left turning vehicles at the cost of efficiency derived from concurrent operation.

ALT C: Left turn phase on Spalding Dr without left turn lane

ALT D: Left turn phase on Spalding Dr with left turn lane

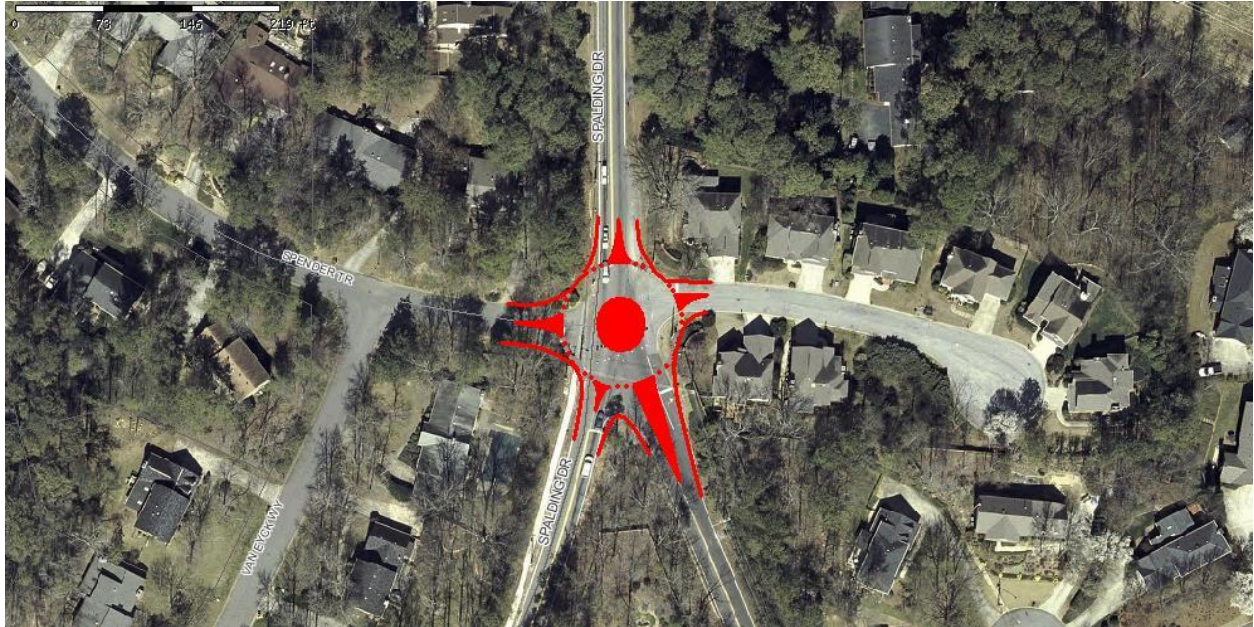
With regards to the southbound left turn from Spalding Dr to Chamblee-Dunwoody Rd, we have several options. Installing a "left turn yield on green ball" sign would provide some guidance, but may not resolve the larger issues. Installation of a left turn phase would help operations in the evening peak hour and remove some of the left turners from conflict. However, installation of this phase without a left turn lane suppresses much of the benefit. It would operate similar to the split phase while allowing some concurrent operation. The benefit is diminished by southbound

APPENDIX C- SANDY SPRINGS' STAFF OPERATIONAL ASSESSMENT

left turning vehicles arriving after the arrow has finished serving. It would be safer than the current condition, but not necessarily operate better. It would be less safe than the split-phase operation, but likely operate better.

Construction of a left turn lane in addition to the left turn phase was considered. This option would provide greater operational benefit than ALT C, but would require some right of way and easement acquisition.

ALT E: Roundabout



Another construction option for this intersection is a roundabout. The right of way requirements would likely have a similar impact as the left turn lane solutions and would provide a better level of service and good safety performance.

ALT F: Road closure and diversion of traffic to Auden

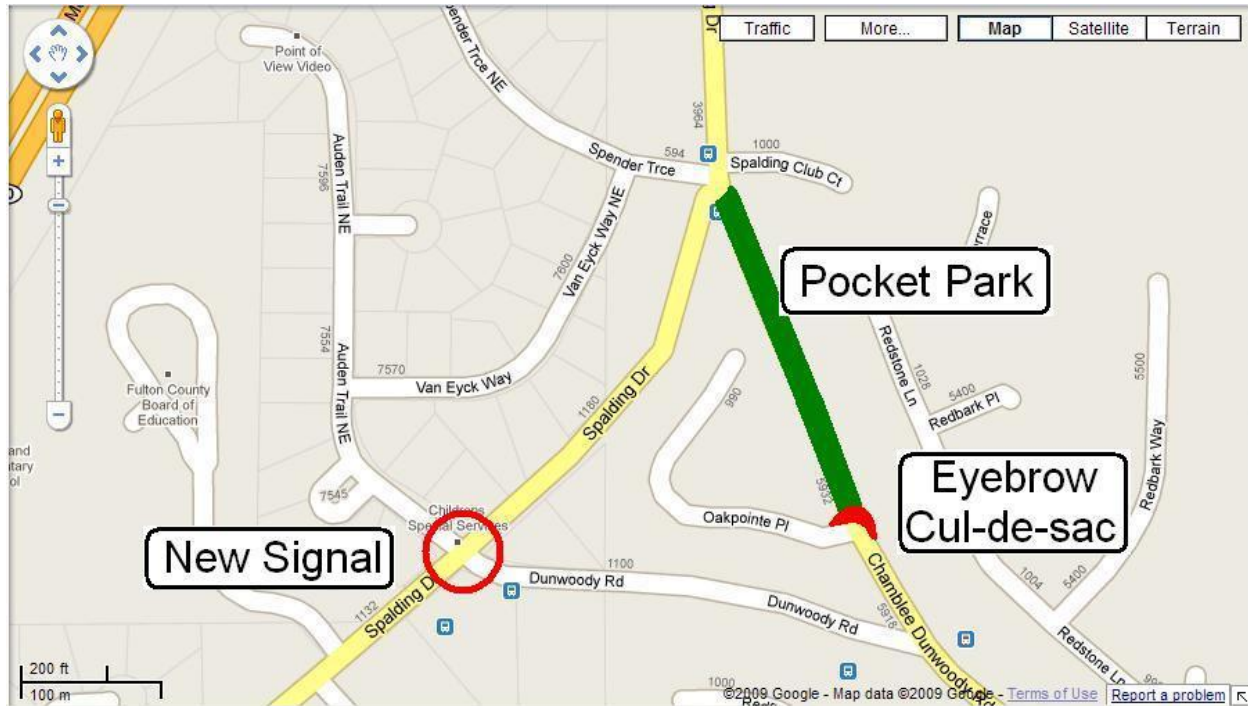
A larger solution would remove Chamblee-Dunwoody from the intersection and redirect the traffic to the next intersection to the west (Auden Trl and Dunwoody Rd). A traffic shift of this nature would require coordination between Sandy Springs and Dunwoody. Sight distances will need to be considered at all impacted intersections and corrected as feasible.

This alternative would relocate the traffic signal from the Dunwoody intersection and relocate it to the Sandy Springs intersection. The Auden Trl intersection leaves much to be desired (with "Vehicle Approaching when Flashing" beacons due to substandard sight distance), which would be mitigated through the installation of a traffic signal. This conversion takes us from one signalized five-leg intersection and a partially signalized four-leg signal to one signalized four-leg intersection and one unsignalized four-leg intersection.

Chamblee-Dunwoody Road could be closed back to Oakpointe Place, and the remainder of the road could be converted to a pedestrian area or a pocket park. Sight distances out of Spender Tr and Spalding Club Ct should be adequate to be converted to side street stop control. Impact

APPENDIX C- SANDY SPRINGS' STAFF OPERATIONAL ASSESSMENT

to Spender Tr would be low, as all the residents of that neighborhood would still have access to a signalized intersection at Auden Trail. Spalding Club Ct would no longer have access to a signalized intersection, but delay should not significantly increase. The overall delay on Spalding Club Ct should be a wash, as the ability to find gaps should be good and the signal delay will be removed.



Minor adjustments may need to be made to the intersection of Dunwoody Road and Chamblee-Dunwoody Road, particularly with pavement markings to redirect the primary flow of traffic. Alternately, minor alignment changes could be made to bring the former main street into more of a side-street configuration.

Road renaming could also be considered. Dunwoody Road could be renamed Chamblee-Dunwoody Road, and the segment of Chamblee Dunwoody Road north of Dunwoody Road could be renamed Oakpointe Place.

The only road access to Chamblee Dunwoody Road between Spalding Dr and Dunwoody Rd is Oakpointe Place. There are no driveways on this segment. No roads and a single property access Dunwoody Road between Spalding Drive and Chamblee-Dunwoody Rd.

ALT G: Regrade hills to provide greater sight distance

If the vertical curves in the road were regraded, adequate sight distance should be attainable so that southbound left turning drivers can determine adequate gaps. Regrading alone will not provide significant operational benefits, so it would be worth considering other construction options, such as a left turn lane on Spalding Drive concurrent to this work. The incremental additional cost would be worthwhile to bundle with the land acquisition and regrading work.

For analysis purposed, the side street split phase was removed, but no additional lanes were constructed.

APPENDIX C- SANDY SPRINGS' STAFF OPERATIONAL ASSESSMENT

Operational Analysis

Synchro was used to evaluate the operation of each of the alternatives with the methodology set forth in the *Highway Capacity Manual*. Each alternative was optimized so that the operational comparison is as fair as possible. The table includes Level of Service (LOS) as well as volume to capacity ratios (v/c).

Scenario	AM LOS	v/c	PM LOS	v/c
Existing Conditions	B	0.72	B	0.74
ALT A: Minor S-P adj	B	0.71	B	0.68
ALT B: Split-phase	F	4.36	D	0.88
ALT C: Left turn phase	B	0.69	B	0.67
ALT D: Left turn lane	B	0.57	B	0.64
ALT E: Roundabout	D*	0.59	D*	0.42
ALT F: Traffic diversion	B	0.87	B	0.79
ALT G: Regrading	B	0.71	B	0.68

Alternative E data on the table should be used with caution, as roundabouts and traffic signals are evaluated for operation based on different criteria. Volume to capacity ratios were included to assist with a comparison, but the letter grades are estimates using a methodology other than that published in the HCM. Alternative F shows the signalized operation of the new signalized intersection of Auden Trail – Dunwoody Road. The unsignalized intersection of Spalding Club Ct and Spender Trace would operate at an overall level of service A, with insignificant delays on the neighborhood streets.

Comparative Analysis

This table identifies the safety benefit of the southbound left turn and crosses it with the operational benefit and the construction needs.

Scenario	Operational Change	Safety Benefit	Construction Needs	Land Acquisition Needs
Existing Conditions	N/A	N/A	N/A	N/A
ALT A: Minor S-P adj	Minor Benefit	Minor	Negligible	None
ALT B: Split-phase	Negative	Major	Low	None
ALT C: Left turn phase	Minor Benefit	Moderate	Low	None
ALT D: Left turn lane	Benefit	Moderate	High	Land + Easem't
ALT E: Roundabout	Benefit	Major	High	Land + Easem't
ALT F: Traffic diversion	Minor Negative	Major	High	None
ALT G: Regrading	Minor Benefit	Major	High	Land + Easem't

The four options that fully correct the southbound left turn problem are alternatives B, E, F, and G. The only option not recommended for operational reasons is alternative B; the remaining alternatives are better or not significantly worse. Alternatives D, E, F, and G require significant construction, but alternative F should not require any land or easements.

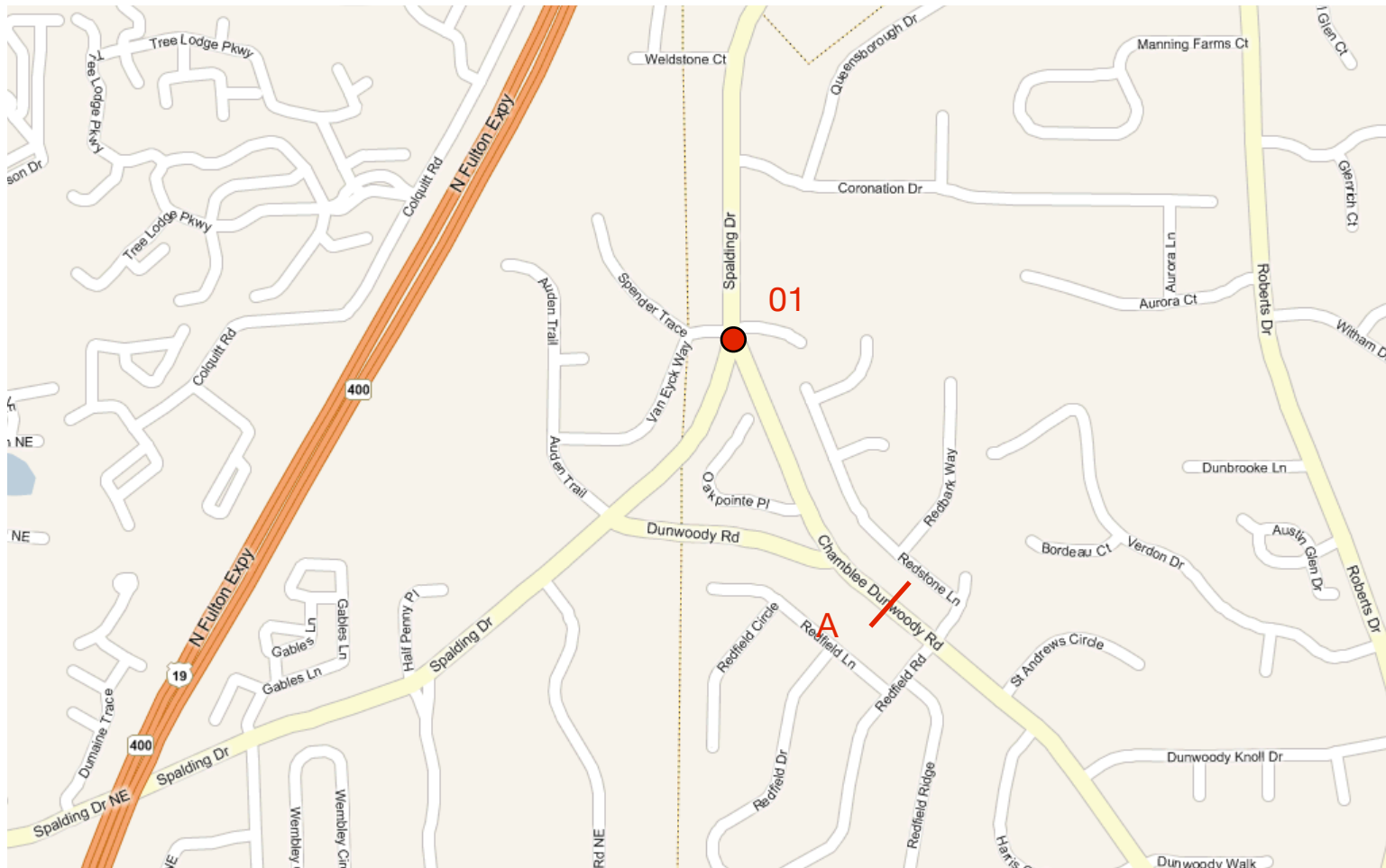
Alternative F should provide the most benefit for the cost. Alternative C is the next most cost effective option, but does not fully resolve the southbound left turn concerns.



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City of Dunwoody, GA
Traffic Survey (Turning Movement Count & Bi-Directional Speed Count)
Location: A. Mill Glen east of Roberts Dr

Project No. 09514
Date: 11/03/2009



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File Name : 09514-01
Site Code : 00951401
Start Date : 11/19/2009
Page No : 1

Groups Printed- Cars - Trucks & Buses

	Spalding Dr Northbound					Spalding Dr Southbound					Spender Trace Eastbound					Spalding Club Ct Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	49	0	0	49	0	78	0	0	78	1	0	1	0	2	0	0	0	1	1	130
07:15 AM	1	61	0	0	62	1	145	1	0	147	0	0	0	0	0	1	0	1	0	2	211
07:30 AM	0	101	2	0	103	0	144	1	0	145	2	0	1	1	4	0	0	0	0	0	252
07:45 AM	0	75	1	0	76	0	114	0	0	114	0	0	0	1	1	0	0	1	0	1	192
Total	1	286	3	0	290	1	481	2	0	484	3	0	2	2	7	1	0	2	1	4	785
08:00 AM	0	71	0	0	71	0	107	0	0	107	1	0	0	0	1	0	0	0	0	0	179
08:15 AM	0	43	2	0	45	0	102	0	0	102	2	0	1	0	3	1	0	1	0	2	152
08:30 AM	0	53	2	0	55	0	80	1	0	81	0	0	0	1	1	0	0	0	0	0	137
08:45 AM	1	53	1	0	55	0	68	0	0	68	0	0	2	0	2	1	0	0	0	1	126
Total	1	220	5	0	226	0	357	1	0	358	3	0	3	1	7	2	0	1	0	3	594
Break																					
04:00 PM	1	105	2	0	108	0	59	0	0	59	0	0	0	2	2	1	0	0	1	2	171
04:15 PM	1	72	0	0	73	0	57	1	0	58	0	0	0	0	0	0	0	0	0	0	131
04:30 PM	0	85	1	1	87	0	44	0	0	44	0	0	1	1	2	0	0	0	0	0	133
04:45 PM	0	98	0	0	98	0	56	0	0	56	0	0	0	0	0	0	0	0	0	0	154
Total	2	360	3	1	366	0	216	1	0	217	0	0	1	3	4	1	0	0	1	2	589
05:00 PM	0	104	2	1	107	0	47	0	0	47	1	0	0	0	1	1	0	1	1	3	158
05:15 PM	1	136	5	1	143	1	62	1	1	65	2	0	1	0	3	0	0	0	2	2	213
05:30 PM	0	127	3	0	130	1	61	1	0	63	0	0	0	0	0	0	0	1	0	1	194
05:45 PM	1	93	2	0	96	0	54	1	0	55	0	0	0	1	1	0	0	0	0	0	152
Total	2	460	12	2	476	2	224	3	1	230	3	0	1	1	5	1	0	2	3	6	717
Grand Total	6	1326	23	3	1358	3	1278	7	1	1289	9	0	7	7	23	5	0	5	5	15	2685
Apprch %	0.4	97.6	1.7	0.2		0.2	99.1	0.5	0.1		39.1	0	30.4	30.4		33.3	0	33.3	33.3		
Total %	0.2	49.4	0.9	0.1	50.6	0.1	47.6	0.3	0	48	0.3	0	0.3	0.3	0.9	0.2	0	0.2	0.2	0.6	
Cars	6	1299	21	3	1329	2	1244	7	1	1254	9	0	7	7	23	5	0	5	5	15	2621
% Cars	100	98	91.3	100	97.9	66.7	97.3	100	100	97.3	100	0	100	100	100	100	0	100	100	100	97.6
Trucks & Buses	0	27	2	0	29	1	34	0	0	35	0	0	0	0	0	0	0	0	0	0	64
% Trucks & Buses	0	2	8.7	0	2.1	33.3	2.7	0	0	2.7	0	0	0	0	0	0	0	0	0	0	2.4

Note: Pedestrian data shown for each approach is crossing the approach from either direction combined.

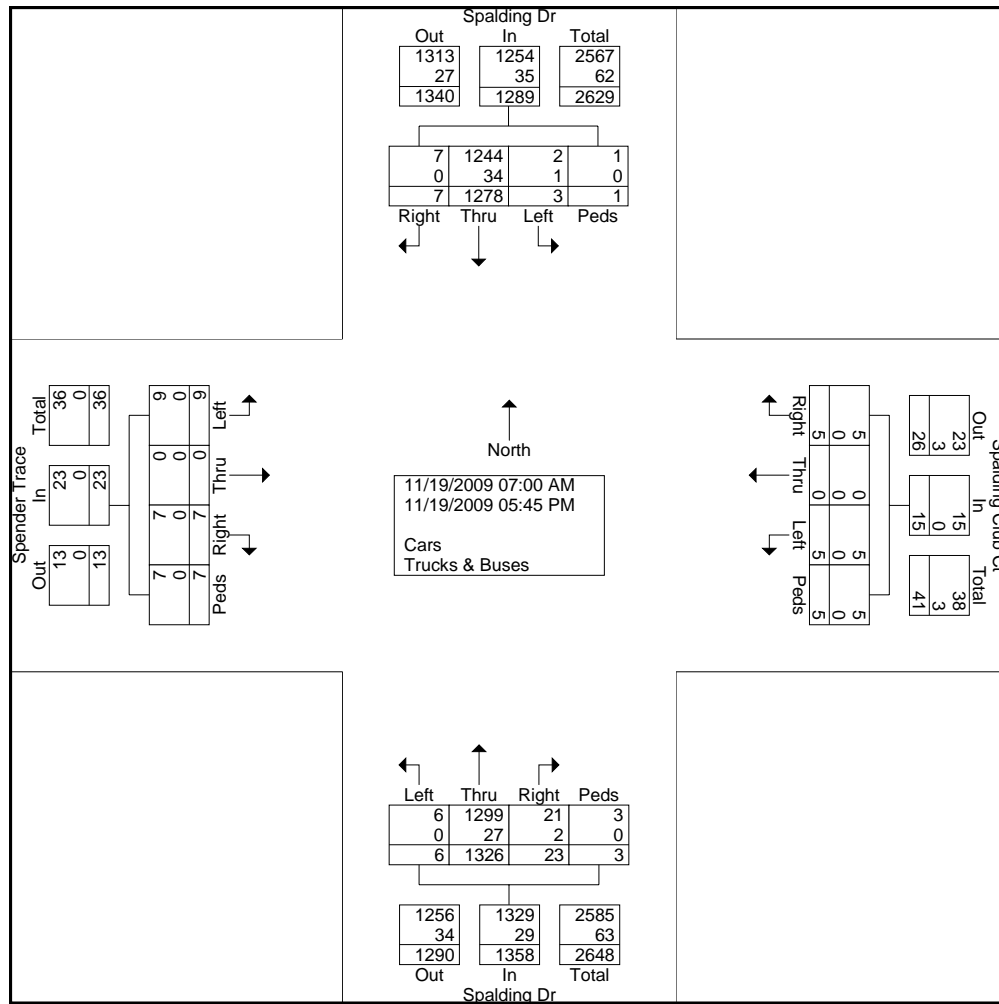


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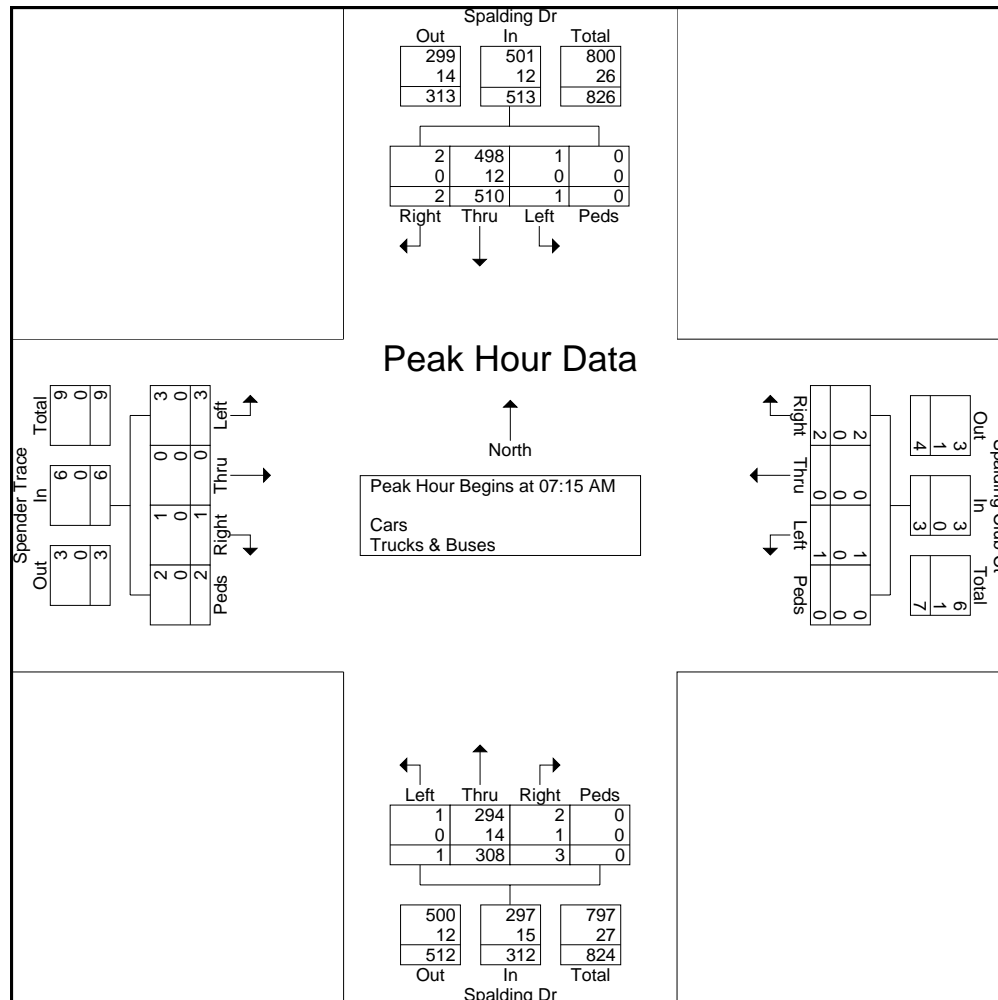
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Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 12:30 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	1	61	0	0	62	1	145	1	0	147	0	0	0	0	0	1	0	1	0	2	211
07:30 AM	0	101	2	0	103	0	144	1	0	145	2	0	1	1	4	0	0	0	0	0	252
07:45 AM	0	75	1	0	76	0	114	0	0	114	0	0	0	1	1	0	0	1	0	1	192
08:00 AM	0	71	0	0	71	0	107	0	0	107	1	0	0	0	1	0	0	0	0	0	179
Total Volume	1	308	3	0	312	1	510	2	0	513	3	0	1	2	6	1	0	2	0	3	834
% App. Total	0.3	98.7	1	0		0.2	99.4	0.4	0		50	0	16.7	33.3		33.3	0	66.7	0		
PHF	.250	.762	.375	.000	.757	.250	.879	.500	.000	.872	.375	.000	.250	.500	.375	.250	.000	.500	.000	.375	.827
Cars	1	294	2	0	297	1	498	2	0	501	3	0	1	2	6	1	0	2	0	3	807
% Cars	100	95.5	66.7	0	95.2	100	97.6	100	0	97.7	100	0	100	100	100	100	0	100	0	100	96.8
Trucks & Buses																					
% Trucks & Buses	0	4.5	33.3	0	4.8	0	2.4	0	0	2.3	0	0	0	0	0	0	0	0	0	0	3.2





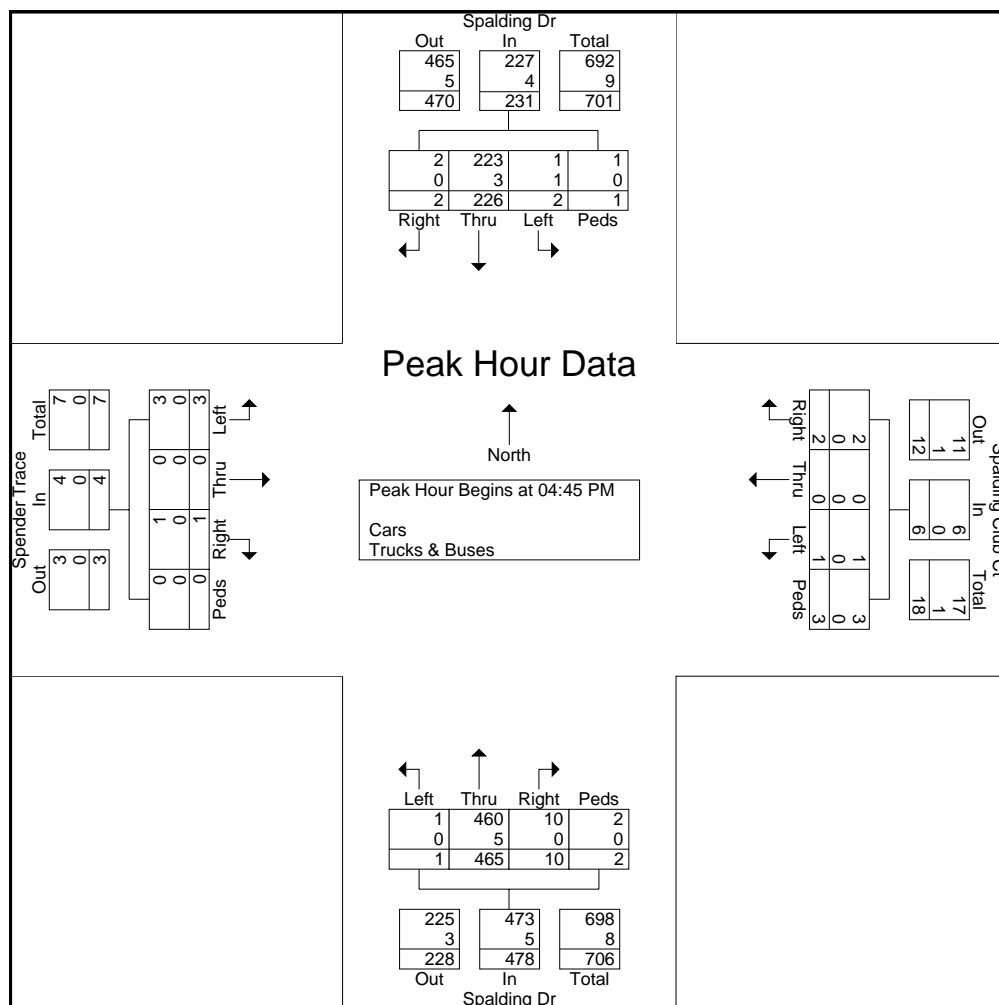
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Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 12:45 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	0	98	0	0	98	0	56	0	0	56	0	0	0	0	0	0	0	0	0	0	154
05:00 PM	0	104	2	1	107	0	47	0	0	47	1	0	0	0	1	1	0	1	1	3	158
05:15 PM	1	136	5	1	143	1	62	1	1	65	2	0	1	0	3	0	0	0	2	2	213
05:30 PM	0	127	3	0	130	1	61	1	0	63	0	0	0	0	0	0	0	1	0	1	194
Total Volume	1	465	10	2	478	2	226	2	1	231	3	0	1	0	4	1	0	2	3	6	719
% App. Total	0.2	97.3	2.1	0.4		0.9	97.8	0.9	0.4		75	0	25	0		16.7	0	33.3	50		
PHF	.250	.855	.500	.500	.836	.500	.911	.500	.250	.888	.375	.000	.250	.000	.333	.250	.000	.500	.375	.500	.844
Cars	1	460	10	2	473	1	223	2	1	227	3	0	1	0	4	1	0	2	3	6	710
% Cars	100	98.9	100	100	99.0	50.0	98.7	100	100	98.3	100	0	100	0	100	100	0	100	100	100	98.7
Trucks & Buses																					
% Trucks & Buses	0	1.1	0	0	1.0	50.0	1.3	0	0	1.7	0	0	0	0	0	0	0	0	0	0	1.3





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Counter: 1328
Counted By: Video
Weather: Mild
Other: COD

File Name : 09514-01B
Site Code : 00951401
Start Date : 11/19/2009
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Groups Printed- Cars - Trucks & Buses

	Chamblee Dunwoody Rd Northbound					Spalding Dr Southbound					Spalding Dr Eastbound					Spalding Club Ct Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:00 AM	0	17	0	0	17	0	24	0	0	24	0	0	1	0	1	2	0	0	0	2	44
07:15 AM	4	5	0	0	9	0	50	0	0	50	0	0	0	0	0	0	0	0	0	0	59
07:30 AM	5	23	0	0	28	3	52	0	0	55	0	0	0	0	0	1	0	0	0	1	84
07:45 AM	3	24	2	0	29	0	53	0	0	53	0	0	0	0	0	0	0	0	0	0	82
Total	12	69	2	0	83	3	179	0	0	182	0	0	1	0	1	3	0	0	0	3	269
08:00 AM	1	27	0	0	28	0	52	0	0	52	0	0	1	0	1	1	0	0	0	1	82
08:15 AM	4	22	0	0	26	0	55	0	0	55	0	0	0	0	0	1	0	0	0	1	82
08:30 AM	3	15	1	0	19	2	65	0	0	67	0	0	1	0	1	1	0	0	0	1	88
08:45 AM	2	13	0	0	15	0	37	0	0	37	0	0	0	0	0	0	0	0	0	0	52
Total	10	77	1	0	88	2	209	0	0	211	0	0	2	0	2	3	0	0	0	3	304
Break																					
04:00 PM	4	47	3	0	54	0	30	0	0	30	0	0	0	0	0	0	0	0	0	0	84
04:15 PM	3	30	2	0	35	1	25	0	0	26	0	0	1	0	1	0	0	0	0	0	62
04:30 PM	5	62	1	0	68	0	24	0	0	24	0	0	0	0	0	0	0	0	0	0	92
04:45 PM	2	60	3	0	65	0	33	0	0	33	0	0	1	0	1	0	0	0	0	0	99
Total	14	199	9	0	222	1	112	0	0	113	0	0	2	0	2	0	0	0	0	0	337
05:00 PM	5	41	0	0	46	0	33	0	0	33	0	0	0	0	0	1	0	0	0	1	80
05:15 PM	6	68	0	0	74	3	26	0	0	29	0	0	1	0	1	1	0	0	0	1	105
05:30 PM	6	76	3	0	85	0	34	0	0	34	0	0	0	0	0	0	0	0	0	0	119
05:45 PM	6	84	0	0	90	0	27	0	0	27	0	0	1	0	1	0	0	0	0	0	118
Total	23	269	3	0	295	3	120	0	0	123	0	0	2	0	2	2	0	0	0	2	422
Grand Total	59	614	15	0	688	9	620	0	0	629	0	0	7	0	7	8	0	0	0	8	1332
Apprch %	8.6	89.2	2.2	0		1.4	98.6	0	0		0	0	100	0		100	0	0	0		
Total %	4.4	46.1	1.1	0	51.7	0.7	46.5	0	0	47.2	0	0	0.5	0	0.5	0.6	0	0	0	0.6	
Cars	59	602	15	0	676	9	618	0	0	627	0	0	7	0	7	8	0	0	0	8	1318
% Cars	100	98	100	0	98.3	100	99.7	0	0	99.7	0	0	100	0	100	100	0	0	0	100	98.9
Trucks & Buses	0	12	0	0	12	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	14
% Trucks & Buses	0	2	0	0	1.7	0	0.3	0	0	0.3	0	0	0	0	0	0	0	0	0	0	1.1

Note: Pedestrian data shown for each approach is crossing the approach from either direction combined.

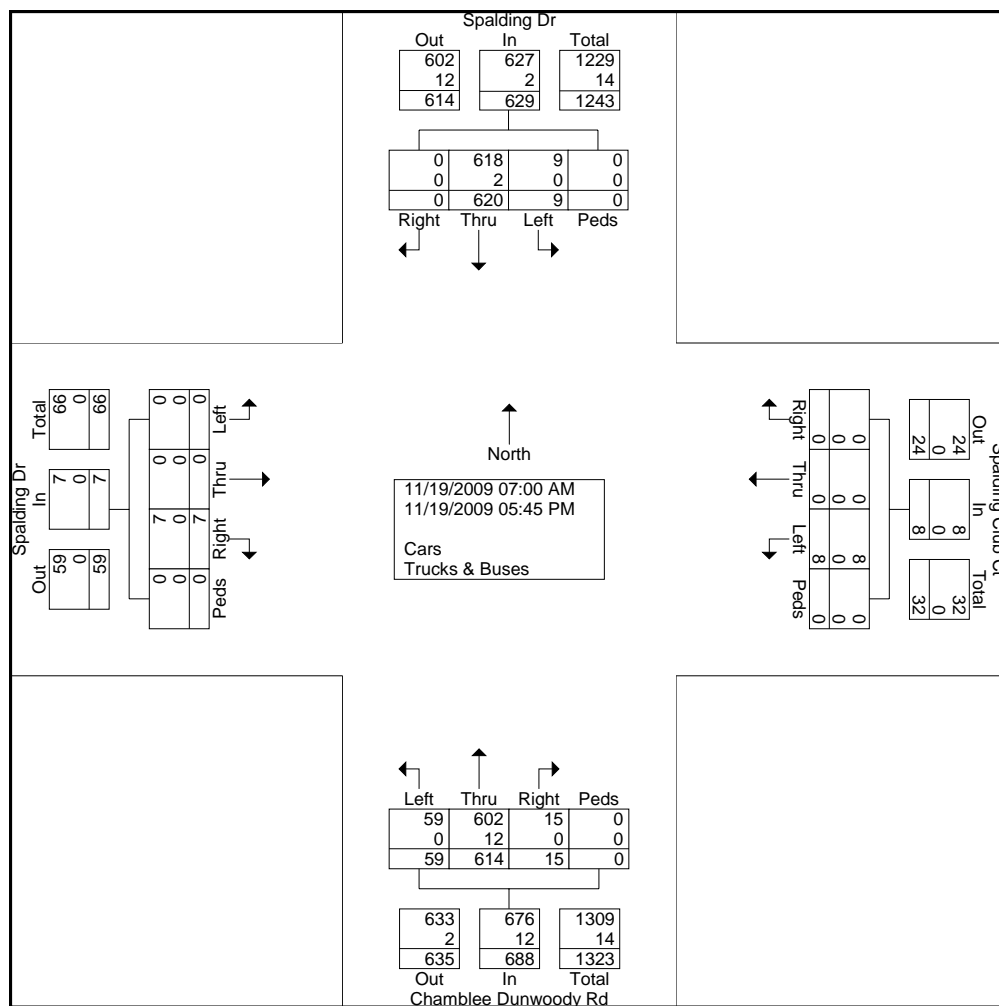


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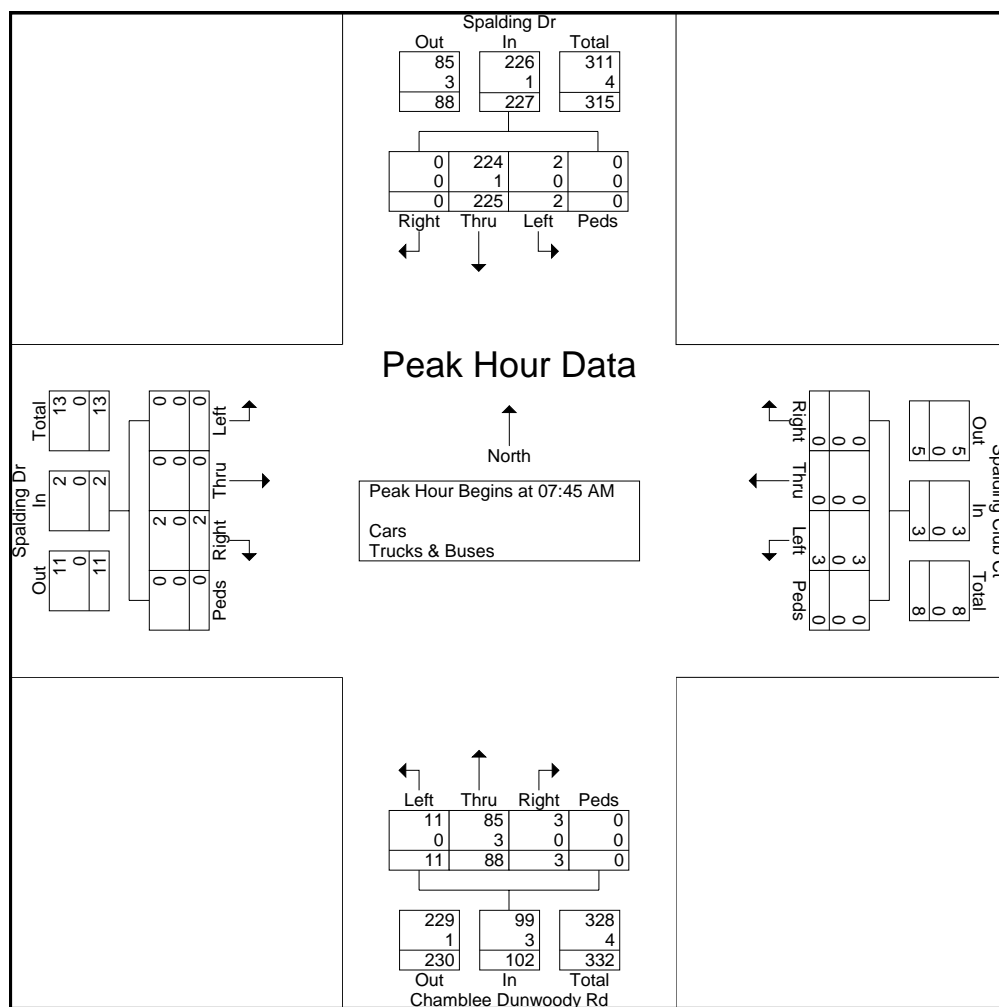
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	Chamblee Dunwoody Rd Northbound					Spalding Dr Southbound					Spalding Dr Eastbound					Spalding Club Ct Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 12:30 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:45 AM																					
07:45 AM	3	24	2	0	29	0	53	0	0	53	0	0	0	0	0	0	0	0	0	0	82
08:00 AM	1	27	0	0	28	0	52	0	0	52	0	0	1	0	1	1	0	0	0	1	82
08:15 AM	4	22	0	0	26	0	55	0	0	55	0	0	0	0	0	1	0	0	0	1	82
08:30 AM	3	15	1	0	19	2	65	0	0	67	0	0	1	0	1	1	0	0	0	1	88
Total Volume	11	88	3	0	102	2	225	0	0	227	0	0	2	0	2	3	0	0	0	3	334
% App. Total	10.8	86.3	2.9	0		0.9	99.1	0	0		0	0	100	0		100	0	0	0		
PHF	.688	.815	.375	.000	.879	.250	.865	.000	.000	.847	.000	.000	.500	.000	.500	.750	.000	.000	.000	.750	.949
Cars	11	85	3	0	99	2	224	0	0	226	0	0	2	0	2	3	0	0	0	3	330
% Cars	100	96.6	100	0	97.1	100	99.6	0	0	99.6	0	0	100	0	100	100	0	0	0	100	98.8
Trucks & Buses																					
% Trucks & Buses	0	3.4	0	0	2.9	0	0.4	0	0	0.4	0	0	0	0	0	0	0	0	0	0	1.2





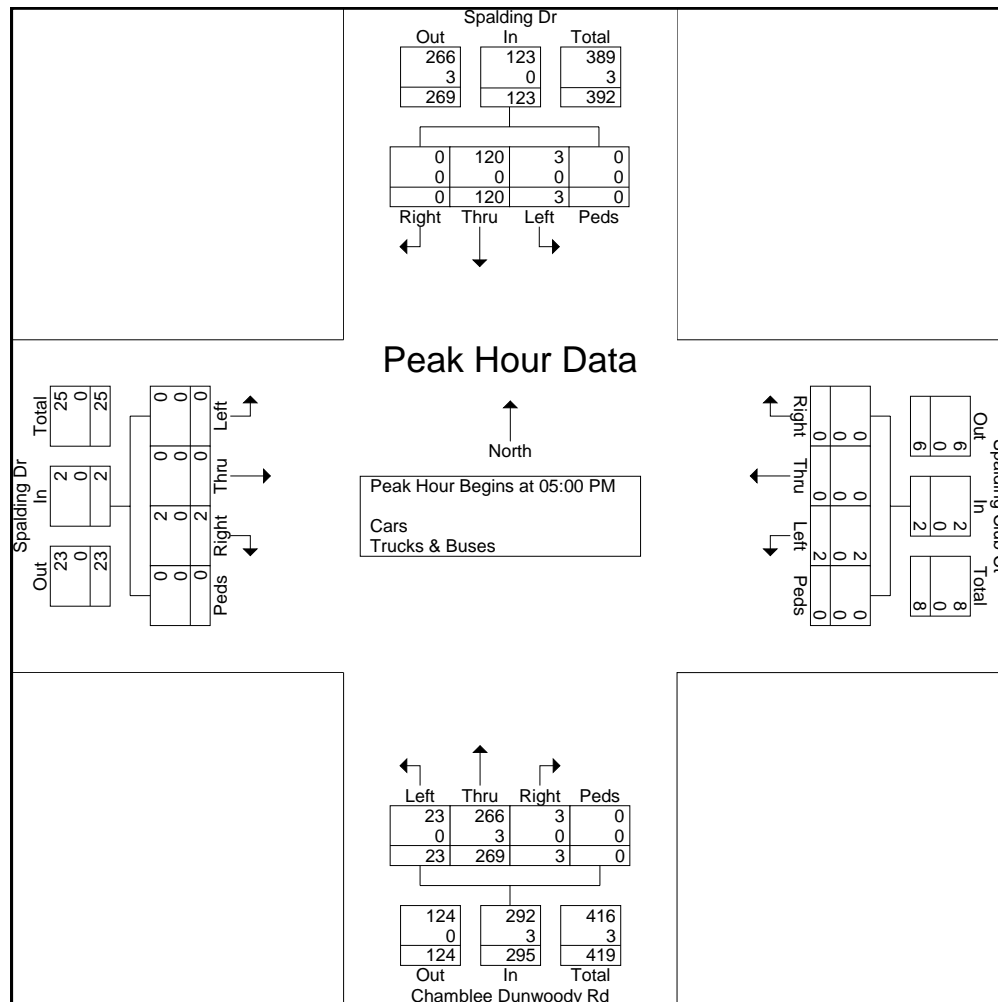
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Counter: 1328
Counted By: Video
Weather: Mild
Other: COD

File Name : 09514-01B
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	Chamblee Dunwoody Rd Northbound					Spalding Dr Southbound					Spalding Dr Eastbound					Spalding Club Ct Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 12:45 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 05:00 PM																					
05:00 PM	5	41	0	0	46	0	33	0	0	33	0	0	0	0	0	1	0	0	0	1	80
05:15 PM	6	68	0	0	74	3	26	0	0	29	0	0	1	0	1	1	0	0	0	1	105
05:30 PM	6	76	3	0	85	0	34	0	0	34	0	0	0	0	0	0	0	0	0	0	119
05:45 PM	6	84	0	0	90	0	27	0	0	27	0	0	1	0	1	0	0	0	0	0	118
Total Volume	23	269	3	0	295	3	120	0	0	123	0	0	2	0	2	2	0	0	0	2	422
% App. Total	7.8	91.2	1	0		2.4	97.6	0	0		0	0	100	0		100	0	0	0		
PHF	.958	.801	.250	.000	.819	.250	.882	.000	.000	.904	.000	.000	.500	.000	.500	.500	.000	.000	.000	.500	.887
Cars	23	266	3	0	292	3	120	0	0	123	0	0	2	0	2	2	0	0	0	2	419
% Cars	100	98.9	100	0	99.0	100	100	0	0	100	0	0	100	0	100	100	0	0	0	100	99.3
Trucks & Buses																					
% Trucks & Buses	0	1.1	0	0	1.0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.7



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
114	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
115	All Channels	0	4	46	34	10	3	0	0	0	0	0	0	0	0	0	97	30.54
116	08:45 SBnd	2	7	23	38	16	5	1	0	0	0	0	0	0	0	0	92	31.58
117	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
118	All Channels	2	7	23	38	16	5	1	0	0	0	0	0	0	0	0	92	31.58
119	09:00 SBnd	0	2	26	37	16	1	0	0	0	0	0	0	0	0	0	82	31.77
120	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
121	All Channels	0	2	26	37	16	1	0	0	0	0	0	0	0	0	0	82	31.77
122	09:15 SBnd	0	4	15	29	18	10	0	0	1	0	0	0	0	0	0	77	33.80
123	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
124	All Channels	0	4	15	29	18	10	0	0	1	0	0	0	0	0	0	77	33.80
125	09:30 SBnd	0	6	18	24	21	5	2	0	0	0	0	0	0	0	0	76	32.96
126	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
127	All Channels	0	6	18	24	21	5	2	0	0	0	0	0	0	0	0	76	32.96
128	09:45 SBnd	0	4	9	32	25	6	2	0	0	0	0	0	0	0	0	78	34.17
129	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
130	All Channels	0	4	9	32	25	6	2	0	0	0	0	0	0	0	0	78	34.17
131	10:00 SBnd	1	3	13	17	15	2	0	0	0	0	0	0	0	0	0	51	32.06
132	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
133	All Channels	1	3	13	17	15	2	0	0	0	0	0	0	0	0	0	51	32.06
134	10:15 SBnd	0	0	13	26	21	2	1	0	0	0	0	0	0	0	0	63	33.69
135	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
136	All Channels	0	0	13	26	21	2	1	0	0	0	0	0	0	0	0	63	33.69
137	10:30 SBnd	0	2	8	12	18	4	3	0	0	0	0	0	0	0	0	47	34.95
138	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
139	All Channels	0	2	8	12	18	4	3	0	0	0	0	0	0	0	0	47	34.95
140	10:45 SBnd	0	2	11	24	8	4	0	0	0	0	0	0	0	0	0	49	32.60
141	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
142	All Channels	0	2	11	24	8	4	0	0	0	0	0	0	0	0	0	49	32.60
143	11:00 SBnd	0	3	14	25	13	1	1	0	0	0	0	0	0	0	0	57	32.32
144	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
145	All Channels	0	3	14	25	13	1	1	0	0	0	0	0	0	0	0	57	32.32
146	11:15 SBnd	1	2	18	18	12	1	0	0	0	0	0	0	0	0	0	52	31.30
147	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
148	All Channels	1	2	18	18	12	1	0	0	0	0	0	0	0	0	0	52	31.30
149	11:30 SBnd	0	2	12	33	17	1	0	0	0	0	0	0	0	0	0	65	32.73
150	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
151	All Channels	0	2	12	33	17	1	0	0	0	0	0	0	0	0	0	65	32.73
152	11:45 SBnd	0	0	12	29	14	5	1	0	0	0	0	0	0	0	0	61	33.73
153	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
154	All Channels	0	0	12	29	14	5	1	0	0	0	0	0	0	0	0	61	33.73
155	12:00 SBnd	0	2	13	28	11	4	0	0	0	0	0	0	0	0	0	58	32.67
156	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
157	All Channels	0	2	13	28	11	4	0	0	0	0	0	0	0	0	0	58	32.67
158	12:15 SBnd	0	1	23	28	5	1	2	0	0	0	0	0	0	0	0	60	31.50
159	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
160	All Channels	0	1	23	28	5	1	2	0	0	0	0	0	0	0	0	60	31.50
161	12:30 SBnd	0	6	25	28	19	1	1	0	0	0	0	0	0	0	0	80	31.69
162	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
163	All Channels	0	6	25	28	19	1	1	0	0	0	0	0	0	0	0	80	31.69
164	12:45 SBnd	0	3	19	36	12	4	0	0	0	0	0	0	0	0	0	74	32.16
165	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
166	All Channels	0	3	19	36	12	4	0	0	0	0	0	0	0	0	0	74	32.16
167	13:00 SBnd	0	0	13	32	11	1	0	0	0	0	0	0	0	0	0	57	32.50
168	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
169	All Channels	0	0	13	32	11	1	0	0	0	0	0	0	0	0	0	57	32.50
170	13:15 SBnd	0	4	18	21	19	1	1	0	0	0	0	0	0	0	0	64	32.34
171	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
172	All Channels	0	4	18	21	19	1	1	0	0	0	0	0	0	0	0	64	32.34
173	13:30 SBnd	0	2	20	27	12	1	1	0	0	0	0	0	0	0	0	63	31.94
174	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
175	All Channels	0	2	20	27	12	1	1	0	0	0	0	0	0	0	0	63	31.94
176	13:45 SBnd	0	0	15	30	15	5	0	0	0	0	0	0	0	0	0	65	33.27
177	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
178	All Channels	0	0	15	30	15	5	0	0	0	0	0	0	0	0	0	65	33.27
179	14:00 SBnd	0	1	17	24	16	5	0	0	0	0	0	0	0	0	0	63	33.06
180	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
181	All Channels	0	1	17	24	16	5	0	0	0	0	0	0	0	0	0	63	33.06
182	14:15 SBnd	0	9	27	26	7	1	0	0	0	0	0	0	0	0	0	70	29.93
183	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
184	All Channels	0	9	27	26	7	1	0	0	0	0	0	0	0	0	0	70	29.93
185	14:30 SBnd	1	9	24	21	5	1	0	0	0	0	0	0	0	0	0	61	29.26
186	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
187	All Channels	1	9	24	21	5	1	0	0	0	0	0	0	0	0	0	61	29.26
188	14:45 SBnd	0	2	15	23	8	2	0	0	0	0	0	0	0	0	0	50	31.80
189	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
190	All Channels	0	2	15	23	8	2	0	0	0	0	0	0	0	0	0	50	31.80
191	15:00 SBnd	0	3	14	22	12	1	0	0	0	0	0	0	0	0	0	52	31.92
192	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
193	All Channels	0	3	14	22	12	1	0	0	0	0	0	0	0	0	0	52	31.92
194	15:15 SBnd	0	3	35	39	9	2	0	0	0	0	0	0	0	0	0	88	30.91
195	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
196	All Channels	0	3	35	39	9	2	0	0	0	0	0	0	0	0	0	88	30.91
197	15:30 SBnd	0	6	30	26	13	1	0	0	0	0	0	0	0	0	0	76	30.72
198	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
199	All Channels	0	6	30	26	13	1	0	0	0	0	0	0	0	0	0	76	30.72
200	15:45 SBnd	0	1	15	27	10	5	0	0	0	0	0	0	0	0	0	58	32.76
201	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
202	All Channels	0	1	15	27	10	5	0	0	0	0	0	0	0	0	0	58	32.76
203	16:00 SBnd	0	8	25	31	12	3	0	0	0	0	0	0	0	0	0	79	31.04
204	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
205	All Channels	0	8	25	31	12	3	0	0	0	0	0	0	0	0	0	79	31.04
206	16:15 SBnd	0	1	14	28	12	4	0	0	0	0	0	0	0	0	0	59	32.84
207	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
208	All Channels	0	1	14	28	12	4	0	0	0	0	0						

[illegible]

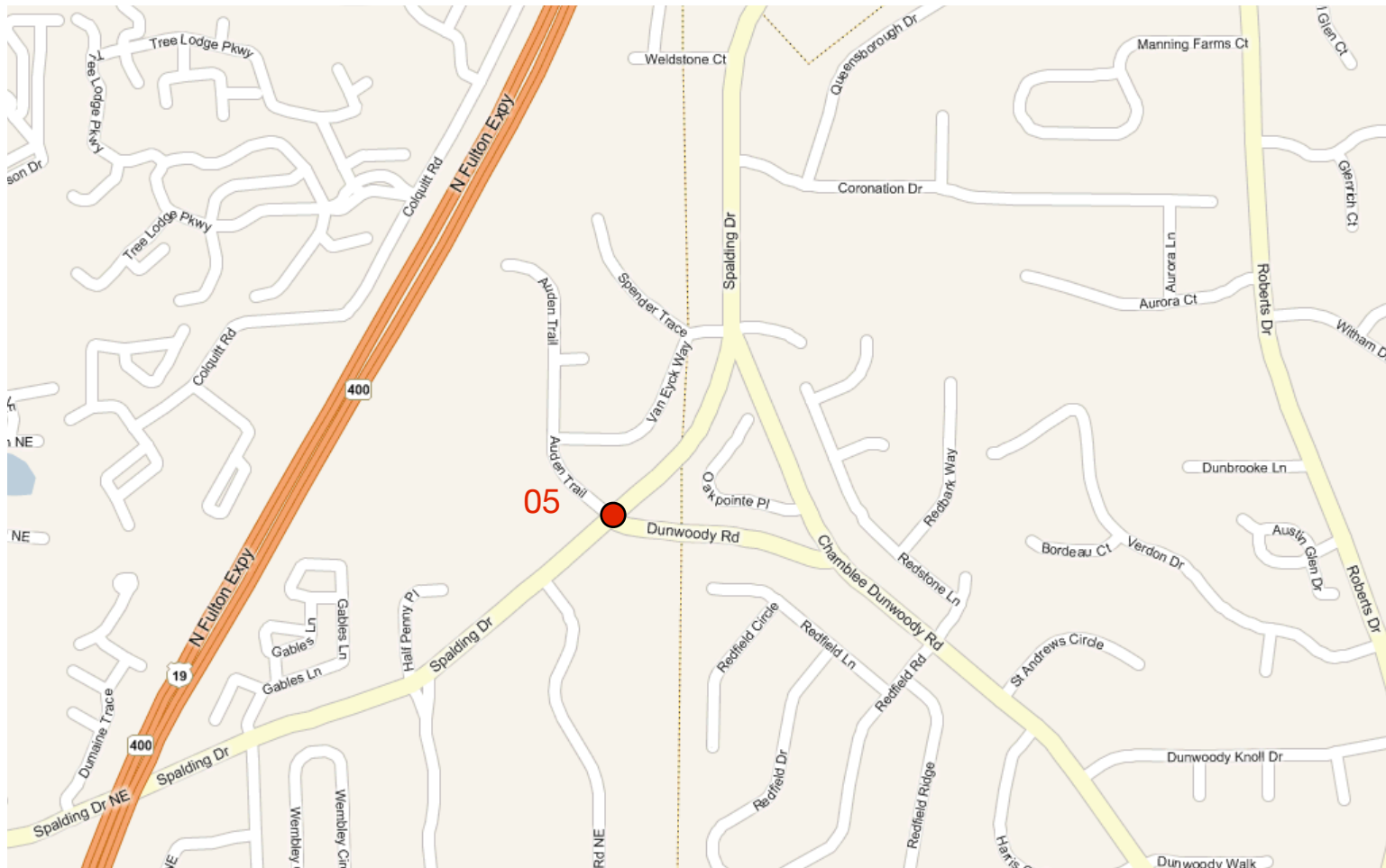
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
114	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
115	All Channels	0	0	4	18	13	1	0	1	0	0	0	0	0	0	0	37	34.53
116	08:45 NBnd	0	0	3	11	15	5	3	0	0	0	0	0	0	0	0	37	36.69
117	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
118	All Channels	0	0	3	11	15	5	3	0	0	0	0	0	0	0	0	37	36.69
119	09:00 NBnd	0	1	4	22	29	5	0	0	0	0	0	0	0	0	0	61	35.20
120	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
121	All Channels	0	1	4	22	29	5	0	0	0	0	0	0	0	0	0	61	35.20
122	09:15 NBnd	0	0	2	14	21	4	1	1	0	0	0	0	0	0	0	43	36.45
123	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
124	All Channels	0	0	2	14	21	4	1	1	0	0	0	0	0	0	0	43	36.45
125	09:30 NBnd	0	0	3	11	19	12	0	1	0	0	0	0	0	0	0	46	37.28
126	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
127	All Channels	0	0	3	11	19	12	0	1	1	0	0	0	0	0	0	46	37.28
128	09:45 NBnd	0	0	1	20	13	14	0	0	0	0	0	0	0	0	0	48	36.67
129	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
130	All Channels	0	0	1	20	13	14	0	0	0	0	0	0	0	0	0	48	36.67
131	10:00 NBnd	0	0	3	15	12	15	1	0	0	0	0	0	0	0	0	46	37.07
132	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
133	All Channels	0	0	3	15	12	15	1	0	0	0	0	0	0	0	0	46	37.07
134	10:15 NBnd	0	0	0	9	18	6	1	0	0	0	0	0	0	0	0	34	37.35
135	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
136	All Channels	0	0	0	9	18	6	1	0	0	0	0	0	0	0	0	34	37.35
137	10:30 NBnd	0	0	2	12	20	11	2	0	0	0	0	0	0	0	0	47	37.39
138	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
139	All Channels	0	0	2	12	20	11	2	0	0	0	0	0	0	0	0	47	37.39
140	10:45 NBnd	0	0	5	12	20	11	3	0	0	0	0	0	0	0	0	51	37.01
141	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
142	All Channels	0	0	5	12	20	11	3	0	0	0	0	0	0	0	0	51	37.01
143	11:00 NBnd	0	0	5	20	16	7	0	0	0	0	0	0	0	0	0	48	35.10
144	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
145	All Channels	0	0	5	20	16	7	0	0	0	0	0	0	0	0	0	48	35.10
146	11:15 NBnd	0	0	3	13	23	10	0	0	0	0	0	0	0	0	0	49	36.58
147	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
148	All Channels	0	0	3	13	23	10	0	0	0	0	0	0	0	0	0	49	36.58
149	11:30 NBnd	0	0	3	13	19	7	1	0	0	0	0	0	0	0	0	43	36.34
150	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
151	All Channels	0	0	3	13	19	7	1	0	0	0	0	0	0	0	0	43	36.34
152	11:45 NBnd	0	1	2	5	17	6	1	0	0	0	0	0	0	0	0	32	36.88
153	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
154	All Channels	0	1	2	5	17	6	1	0	0	0	0	0	0	0	0	32	36.88
155	12:00 NBnd	0	0	3	16	20	14	1	0	0	0	0	0	0	0	0	54	36.94
156	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
157	All Channels	0	0	3	16	20	14	1	0	0	0	0	0	0	0	0	54	36.94
158	12:15 NBnd	0	0	3	20	24	13	1	0	0	0	0	0	0	0	0	61	36.60
159	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
160	All Channels	0	0	3	20	24	13	1	0	0	0	0	0	0	0	0	61	36.60
161	12:30 NBnd	0	0	3	13	27	8	3	0	0	0	0	0	0	0	0	54	37.04
162	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
163	All Channels	0	0	3	13	27	8	3	0	0	0	0	0	0	0	0	54	37.04
164	12:45 NBnd	0	1	0	10	30	5	0	0	0	0	0	0	0	0	0	46	36.63
165	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
166	All Channels	0	1	0	10	30	5	0	0	0	0	0	0	0	0	0	46	36.63
167	13:00 NBnd	0	1	10	11	27	7	2	0	0	0	0	0	0	0	0	58	35.52
168	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
169	All Channels	0	1	10	11	27	7	2	0	0	0	0	0	0	0	0	58	35.52
170	13:15 NBnd	0	0	2	17	25	10	2	0	0	0	0	0	0	0	0	56	36.88
171	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
172	All Channels	0	0	2	17	25	10	2	0	0	0	0	0	0	0	0	56	36.88
173	13:30 NBnd	0	0	0	12	30	9	3	0	0	0	0	0	0	0	0	54	37.78
174	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
175	All Channels	0	0	0	12	30	9	3	0	0	0	0	0	0	0	0	54	37.78
176	13:45 NBnd	0	0	3	15	31	9	2	0	0	0	0	0	0	0	0	60	36.83
177	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
178	All Channels	0	0	3	15	31	9	2	0	0	0	0	0	0	0	0	60	36.83
179	14:00 NBnd	0	1	1	22	21	6	1	0	0	0	0	0	0	0	0	52	35.67
180	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
181	All Channels	0	1	1	22	21	6	1	0	0	0	0	0	0	0	0	52	35.67
182	14:15 NBnd	0	0	11	19	25	6	2	0	0	0	0	0	0	0	0	63	35.04
183	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
184	All Channels	0	0	11	19	25	6	2	0	0	0	0	0	0	0	0	63	35.04
185	14:30 NBnd	0	1	13	45	20	3	2	0	0	0	0	0	0	0	0	84	33.51
186	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
187	All Channels	0	1	13	45	20	3	2	0	0	0	0	0	0	0	0	84	33.51
188	14:45 NBnd	0	0	10	63	23	2	0	0	0	0	0	0	0	0	0	98	33.37
189	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
190	All Channels	0	0	10	63	23	2	0	0	0	0	0	0	0	0	0	98	33.37
191	15:00 NBnd	0	0	4	18	22	8	0	0	0	0	0	0	0	0	0	52	35.77
192	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
193	All Channels	0	4	18	22	8	0	0	0	0	0	0	0	0	0	0	52	35.77
194	15:15 NBnd	0	0	17	19	23	3	1	1	0	0	0	0	0	0	0	64	33.98
195	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
196	All Channels	0	0	17	19	23	3	1	1	0	0	0	0	0	0	0	64	33.98
197	15:30 NBnd	0	0	8	24	26	9	0	0	0	0	0	0	0	0	0	67	35.19
198	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
199	All Channels	0	0	8	24	26	9	0	0	0	0	0	0	0	0	0	67	35.19
200	15:45 NBnd	0	0	4	15	30	14	0	0	0	0	0	0	0	0	0	63	36.79
201	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
202	All Channels	0	0	4	15	30	14	0	0	0	0	0	0	0	0	0	63	36.79
203	16:00 NBnd	0	0	5	15	40	27	1	0	0	0	0	0	0	0	0	88	37.73
204	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
205	All Channels	0	0	5	15	40	27	1	0	0	0	0	0	0	0	0	88	37.73
206	16:15 NBnd	0	0	4	24	39	14	3	0	0	0	0	0	0	0	0	84	36.79
207	Not Used	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
208	All Channels	0	4	4	24	39	14	3	0	0	0	0	0	0	0	0	84	36.79
209	16:30 NBnd	0	0	7	35	41	9	1	0	0	0	0	0					



TRAFFIC DATA COLLECTION, INC.

City of Sandy Springs, GA
Traffic Survey (Turning Movement Count WO 09 1204 026)
Location: 05 Spalding Dr at Auden Trail/Dunwoody Rd

Project No. 09513
Date: 11/19/2009



[HTTP://WWW.TRAFFICDATACOLLECTION.COM](http://www.trafficdatacollection.com)

ATLANTA – HILTON HEAD



TRAFFIC DATA COLLECTION, INC.

City of Sandy Springs, GA
Traffic Survey (Turning Movement Count WO 09 1204 026)
Location: 05 Spalding Dr at Auden Trail/Dunwoody Rd

Project No. 09513
Date: 11/19/2009



[HTTP://WWW.TRAFFICDATACOLLECTION.COM](http://www.trafficdatacollection.com)

ATLANTA — HILTON HEAD



TRAFFIC DATA COLLECTION, INC.

Atlanta - Hilton Head
www.trafficdatacollection.com

Counter: 1328
Counted By: Video
Weather: Mild
Other: COSS (WO 09 1204 026)

File Name : 09513-05
Site Code : 00951305
Start Date : 11/19/2009
Page No : 1

Groups Printed- Cars - Trucks & Buses

	Spalding Dr Northbound					Spalding Dr Southbound					Auden Trail Eastbound					Dunwoody Rd Westbound						
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total	
07:00 AM	0	35	21	0	56	0	70	0	0	70	0	0	4	0	4	27	0	0	0	0	27	157
07:15 AM	4	63	16	0	83	0	129	1	0	130	0	0	8	3	11	19	0	0	1	20	244	
07:30 AM	1	106	34	0	141	0	144	0	0	144	0	1	2	0	3	34	0	0	0	34	322	
07:45 AM	3	72	47	0	122	1	99	0	0	100	0	1	1	1	3	20	0	0	0	20	245	
Total	8	276	118	0	402	1	442	1	0	444	0	2	15	4	21	100	0	0	1	101	968	
08:00 AM	0	57	34	0	91	0	120	0	0	120	1	0	5	0	6	36	0	0	0	36	253	
08:15 AM	1	46	33	1	81	1	124	0	0	125	0	1	2	0	3	32	0	1	0	33	242	
08:30 AM	2	41	34	0	77	0	74	0	0	74	1	0	6	0	7	19	0	0	0	19	177	
08:45 AM	2	49	34	0	85	0	85	1	0	86	0	1	2	1	4	20	0	2	2	24	199	
Total	5	193	135	1	334	1	403	1	0	405	2	2	15	1	20	107	0	3	2	112	871	

Break

04:00 PM	0	104	51	0	155	2	54	1	0	57	1	0	2	1	4	30	1	1	0	32	248
04:15 PM	6	78	37	0	121	0	56	0	0	56	0	1	2	0	3	28	1	0	0	29	209
04:30 PM	3	90	34	0	127	0	51	1	2	54	0	1	0	1	2	39	0	2	0	41	224
04:45 PM	1	102	45	0	148	2	55	0	0	57	0	2	4	0	6	34	1	0	0	35	246
Total	10	374	167	0	551	4	216	2	2	224	1	4	8	2	15	131	3	3	0	137	927
05:00 PM	2	104	38	1	145	0	48	0	0	48	0	0	2	1	3	39	1	0	1	41	237
05:15 PM	3	134	38	0	175	1	63	0	1	65	0	0	1	0	1	40	6	1	1	48	289
05:30 PM	1	122	29	0	152	0	67	1	0	68	0	0	2	0	2	53	2	1	0	56	278
05:45 PM	2	102	41	0	145	1	55	2	0	58	0	0	0	1	1	38	0	1	0	39	243
Total	8	462	146	1	617	2	233	3	1	239	0	0	5	2	7	170	9	3	2	184	1047
Grand Total	31	1305	566	2	1904	8	1294	7	3	1312	3	8	43	9	63	508	12	9	5	534	3813
Apprch %	1.6	68.5	29.7	0.1		0.6	98.6	0.5	0.2		4.8	12.7	68.3	14.3		95.1	2.2	1.7	0.9		
Total %	0.8	34.2	14.8	0.1	49.9	0.2	33.9	0.2	0.1	34.4	0.1	0.2	1.1	0.2	1.7	13.3	0.3	0.2	0.1	14	
Cars	31	1271	556	2	1860	8	1257	7	3	1275	3	8	43	9	63	502	12	9	5	528	3726
% Cars	100	97.4	98.2	100	97.7	100	97.1	100	100	97.2	100	100	100	100	100	98.8	100	100	100	98.9	97.7
Trucks & Buses	0	34	10	0	44	0	37	0	0	37	0	0	0	0	0	6	0	0	0	6	87
% Trucks & Buses	0	2.6	1.8	0	2.3	0	2.9	0	0	2.8	0	0	0	0	0	1.2	0	0	0	1.1	2.3

Note: Pedestrian data shown for each approach is crossing the approach from either direction combined.

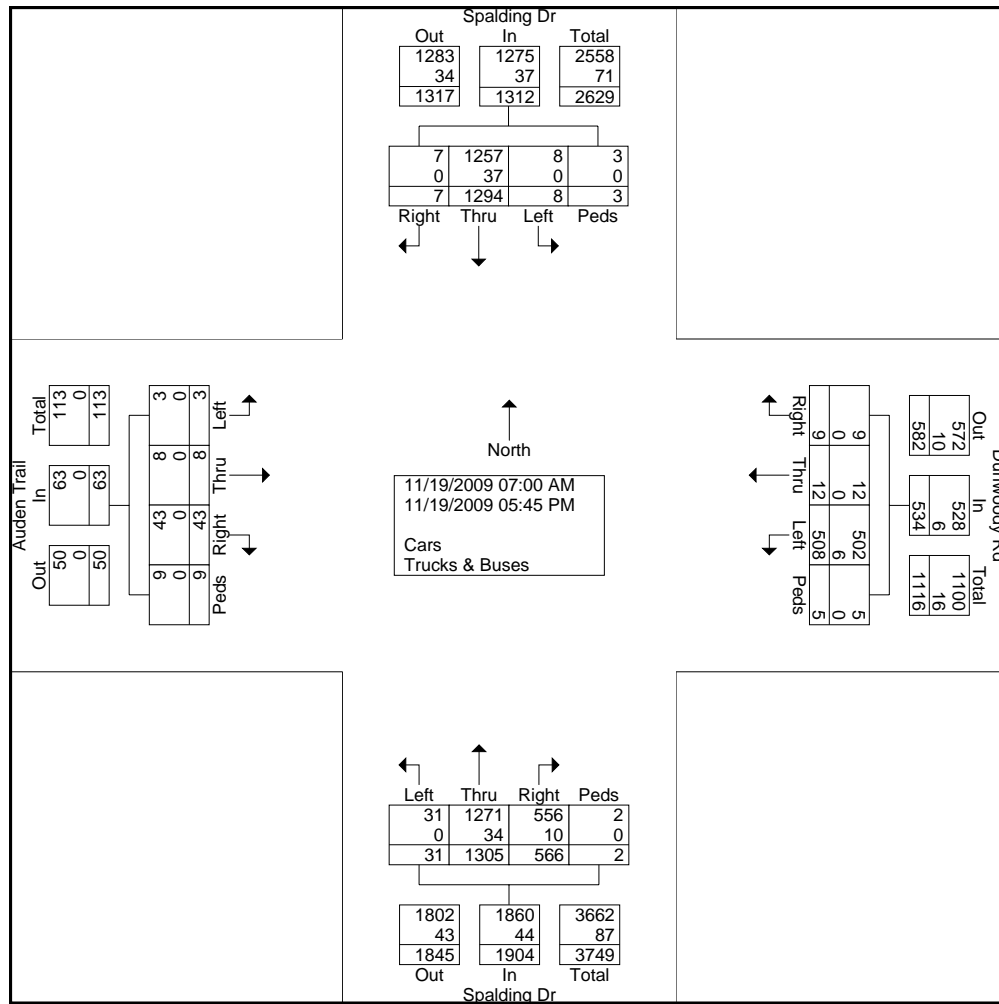


TRAFFIC DATA COLLECTION, INC.

Atlanta - Hilton Head
www.trafficdatacollection.com

Counter: 1328
Counted By: Video
Weather: Mild
Other: COSS (WO 09 1204 026)

File Name : 09513-05
Site Code : 00951305
Start Date : 11/19/2009
Page No : 2



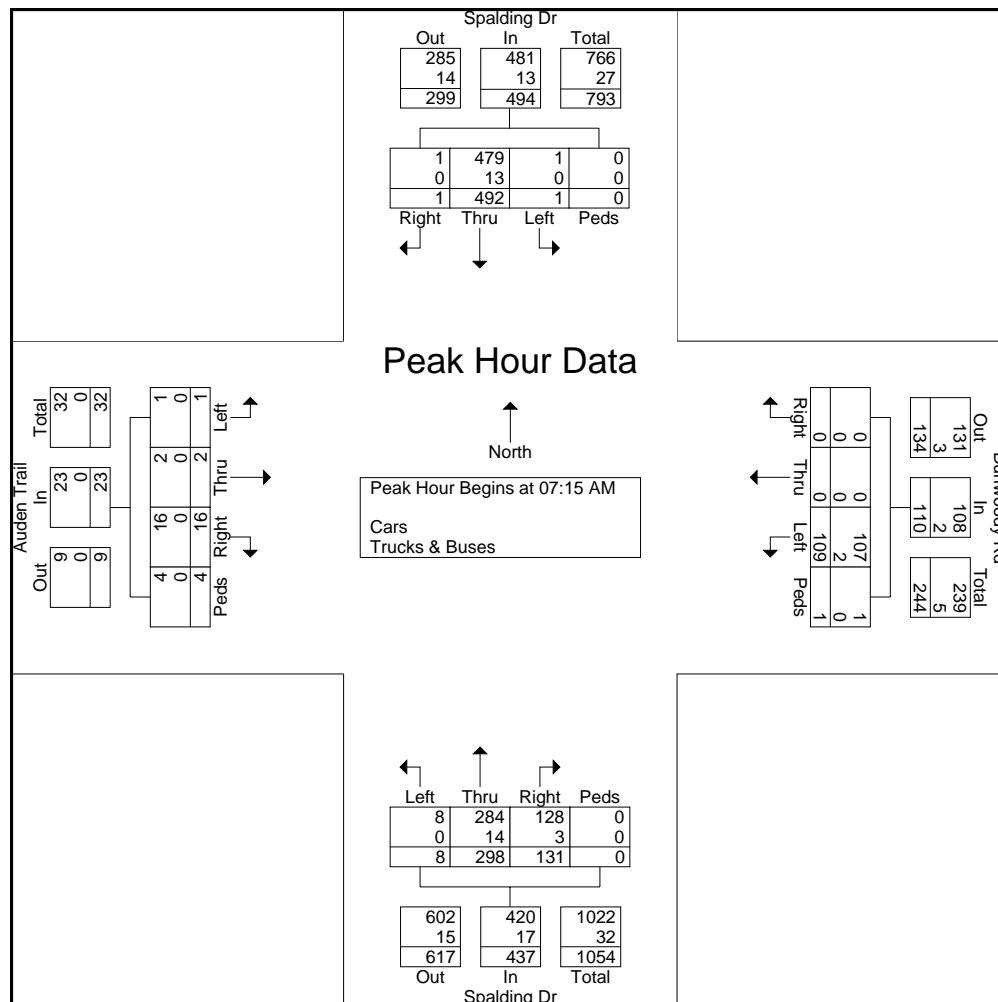
TRAFFIC DATA COLLECTION, INC.

Atlanta - Hilton Head
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Counter: 1328
Counted By: Video
Weather: Mild
Other: COSS (WO 09 1204 026)

File Name : 09513-05
Site Code : 00951305
Start Date : 11/19/2009
Page No : 3

	Spalding Dr Northbound					Spalding Dr Southbound					Auden Trail Eastbound					Dunwoody Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 11:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	4	63	16	0	83	0	129	1	0	130	0	0	8	3	11	19	0	0	1	20	244
07:30 AM	1	106	34	0	141	0	144	0	0	144	0	1	2	0	3	34	0	0	0	34	322
07:45 AM	3	72	47	0	122	1	99	0	0	100	0	1	1	1	3	20	0	0	0	20	245
08:00 AM	0	57	34	0	91	0	120	0	0	120	1	0	5	0	6	36	0	0	0	36	253
Total Volume	8	298	131	0	437	1	492	1	0	494	1	2	16	4	23	109	0	0	1	110	1064
% App. Total	1.8	68.2	30	0		0.2	99.6	0.2	0		4.3	8.7	69.6	17.4		99.1	0	0	0.9		
PHF	.500	.703	.697	.000	.775	.250	.854	.250	.000	.858	.250	.500	.500	.333	.523	.757	.000	.000	.250	.764	.826
Cars	8	284	128	0	420	1	479	1	0	481	1	2	16	4	23	107	0	0	1	108	1032
% Cars	100	95.3	97.7	0	96.1	100	97.4	100	0	97.4	100	100	100	100	100	98.2	0	0	100	98.2	97.0
Trucks & Buses																					
% Trucks & Buses	0	4.7	2.3	0	3.9	0	2.6	0	0	2.6	0	0	0	0	0	1.8	0	0	0	1.8	3.0





TRAFFIC DATA COLLECTION, INC.

Atlanta - Hilton Head
www.trafficdatacollection.com

Counter: 1328
Counted By: Video
Weather: Mild
Other: COSS (WO 09 1204 026)

File Name : 09513-05
Site Code : 00951305
Start Date : 11/19/2009
Page No : 4

	Spalding Dr Northbound					Spalding Dr Southbound					Auden Trail Eastbound					Dunwoody Rd Westbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 12:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	1	102	45	0	148	2	55	0	0	57	0	2	4	0	6	34	1	0	0	35	246
05:00 PM	2	104	38	1	145	0	48	0	0	48	0	0	2	1	3	39	1	0	1	41	237
05:15 PM	3	134	38	0	175	1	63	0	1	65	0	0	1	0	1	40	6	1	1	48	289
05:30 PM	1	122	29	0	152	0	67	1	0	68	0	0	2	0	2	53	2	1	0	56	278
Total Volume	7	462	150	1	620	3	233	1	1	238	0	2	9	1	12	166	10	2	2	180	1050
% App. Total	1.1	74.5	24.2	0.2		1.3	97.9	0.4	0.4		0	16.7	75	8.3		92.2	5.6	1.1	1.1		
PHF	.583	.862	.833	.250	.886	.375	.869	.250	.250	.875	.000	.250	.563	.250	.500	.783	.417	.500	.500	.804	.908
Cars	7	456	149	1	613	3	230	1	1	235	0	2	9	1	12	165	10	2	2	179	1039
% Cars	100	98.7	99.3	100	98.9	100	98.7	100	100	98.7	0	100	100	100	100	99.4	100	100	100	99.4	99.0
Trucks & Buses																					
% Trucks & Buses	0	1.3	0.7	0	1.1	0	1.3	0	0	1.3	0	0	0	0	0	0.6	0	0	0	0.6	1.0

